



**ACRISURE NATIONAL LENDER SERVICES, LLC**

**TITLE, CLOSING AND SETTLEMENT FEES AND CHARGES**

**FOR USE IN THE STATE OF KANSAS**

**WITH WFG NATIONAL TITLE INSURANCE COMPANY UNDERWRITING**

Please note that the Closing and Settlement Fees to be used for Kansas are the Acrisure National Lender Services, LLC fees in the pages immediately following this cover page. Any settlement fees included in the WFG National Title Insurance Rate Filing are WFG's closing fees and will not be used by Acrisure unless otherwise noted.

**Acrisure National Lender  
Services, LLC  
Escrow Rate Manual  
Kansas Statewide Rates**

**General Rules**

**A Definition of Escrow**

“Escrow” means any transaction in which any escrow property is delivered with or without transfer of legal or equitable title, or both, and irrespective of whether a debtor-creditor relationship is created, to a person not otherwise having any right, title, or interest herein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening of a specified event or performance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promise, promisor, obligee, obligor, bailee, bailor, or any designated agent or employee of any of them.

“Escrow Agent” meaning any person who is engaged in the business of accepting escrows. Unless otherwise specified herein, whenever there is a reference to “Escrow Agent”, Escrow agent shall mean Acrisure National Lender Services, LLC. Hereinafter referred to as the “Company”.

**B. Rates, Fees, and Charges in effect prior to filing:**

All rates and fees contained herein become effective when approved by the Kansas Insurance Department.

**C. Employee Rate:**

There is no charge to an employee of the Company for escrow services performed in connection with the financing, refinancing, sale or purchase by the employee. Such rate is authorized only in connection with those costs that the employee would be obligated to pay by established custom as a party to the transaction.

**D. Separate Sales or Exchanges (Different Owners):**

Full escrow charge is applicable on each separate sale, seller or exchanger involved. The applicable charge applies on each individual sale or exchange even though there may be one common purchaser, and the sales or exchanges are handled concurrently, and one or more separate escrows is involved.

## **Basis Escrow Charges**

- A. Basic Refinance Charge:** Where no sale of the real property is involved and the purpose of said loan is for the refinance of the existing encumbrance on the property, the Escrow fee shall be \$450. This fee includes the escrow refinance fee, the notary fee for the refinance loan document signing, and the wire fee. The notary fee included is a one-time trip fee for loan document signing. Additional notary fees may apply if the transaction demands more than one notary trip or requires a split signing.
- B Discounted Escrow Fee (Veterans Administration Loan-paid by the Lender):** Where no sale of the real property is involved and the purpose of said loan is for the refinance of the existing encumbrance on the property, the Escrow fee shall be \$150. This fee includes the escrow refinance fee, the notary fee for the refinance loan document signing, and the wire fee. The notary fee included is a one-time trip fee for loan document signing. Additional notary fees may apply if the transaction demands more than one notary trip or requires a split signing.
- C Basic Charge (Sale):** When handling a sale or purchase transaction of real property, including leasehold interests, the Escrow Fee shall be \$700. This fee shall be equally divided between the buyer and seller unless the parties agree otherwise. This fee includes the escrow settlement fee only.
- D Basic Charge (REO Sale):** When handling a sale or purchase transaction of real property, where the subject property was foreclosed on and is owned by the servicer or foreclosing bank, the Escrow Fee shall be \$750. This fee shall be equally divided between the buyer and seller unless the parties agree otherwise. This fee includes the escrow settlement fee only.
- E Basic Charge (Piggyback or second loan):** The escrow fee shall be \$150 when “second” or additional loan instruments are involved in the escrow transaction. Additional notary fee may apply if the loan documents for the simultaneous second exceed 20 pages.
- F Basic Charge (Sub-Escrow):** When handling sub-escrow functions for an outside title escrow company, the Sub-escrow fee shall be \$150. Sub-escrow services include the receipt of disbursement of funds, payment of secured items on title and assistance with title curative.
- a.** A recording processing fee in the amount of \$50 may be charged for acceptance and recordation of documents.
  - b.** An additional charge of \$25 may be assessed if the issuance of courtesy payoffs exceeds more than 5 items in one transaction.

**Sub-escrow services:** Sub-escrow service may be provided for a minimum charge of \$100. Services available under this section are restricted to:

- c.** The receipt and disbursement of funds; and/or
- d.** A recording processing fee in the amount of \$50 may be assessed for acceptance and recordation of documents
- e.** A \$50 charge may be assessed for ordering payoffs if this service is combined with Sub-escrow services (a) and (b).

### Miscellaneous Service Charges

**A. Basic Charge (Sale and REO Sale Wire Transfer Fee):** There will be a one-time charge of \$25 for handling incoming and outgoing electronic funds transfers up to three incoming and/or outgoing wires. There will be an additional \$25 after the third wire.

**B. Signing/Notary Fee:** There will be a fee of \$150 for scheduling and handling of witness and/or acknowledging of signatures required on the documents necessary for purchase transactions. There may be an additional notary fee of up to \$150 for basic refinance and VA transactions if the loan document signing requires a re-draw/re-sign of loan documents, split signing, and/or additional trips to complete the signing.

a. There will be a fee of \$200 for accommodation scheduling and handling of witnesses and/or acknowledging of signatures requested for lender required upfront disclosures outside of the refinance closing loan document package.

**C. Examination Fee:** A one-time examination fee of up to \$300 may be assessed on VA refinance loans.

**D. Delivery Fee:** For a basic refinance or VA refinance loans, there will be a one-time fee of \$18 for overnight express mail such as Federal Express, UPS, or other courier services for delivery within the continental United States, including a package for overnight or standard delivery. There will be a one-time fee of \$50 for overnight express mail such as Federal Express, UPS, or other courier/mail services for delivery outside of the continental United States.

For sale or REO sale: there will be a one-time fee of \$36 for overnight express mail such as Federal Express, UPS, or other courier services for delivery within the continental United States, including a package for overnight or standard delivery. There will be a one-time fee of \$50 for overnight express mail such as Federal Express, UPS, or other courier/mail services for delivery outside of the continental United States.

**E. Deposit of Escrow Funds to Interest Bearing Account:** A customer may request, in writing, that the Company deposit escrow funds into an interest-bearing account. Such a request will be evaluated based on company procedures and the provisions of the Arizona Revised statutes. The fee for this service shall be \$50, which will include opening, servicing and closing of the account.

**F. Signing Fee (Deed or Affidavit only):** There will be a fee for \$75 for scheduling and conducting notary signings on single documents such as deed or affidavit that is required outside of a regular notary signing for a refinance, REO sale, or sale closing documents.

**G. Document Preparation:** There shall be a fee of \$60 per document/deed requested for preparation of any documents typically provided to close a standard refinance, sale or REO sale transaction if an outside attorney or vendor is used to complete the document preparation.

**H. RECORDING ACCEPTANCE AND PROCESSING:** There shall be a one-time fee in the amount of \$50 for the acceptance, processing, tracking and service of recorded documents. If more than two documents are being recorded separately, an additional fee of \$4.75 per document recording may be assessed.

**I. Volume Pricing:** The Company offers volume pricing to clients who submit a high Volume of orders that can be processed efficiently by The Company. These will be Customers who integrate with The Company to accept automated electronic delivery The Company's product and services. Client who submit orders via email or facsimile Cannot qualify for volume pricing. The fee will be a set flat rate in an agreement Between the client and The Company. This will be used when none of the other Set forth in this escrow filing will accommodate the client's requirements. The Ceiling on the volume pricing is \$550 per Refinance transactions and \$750 per Sale Or REO transaction.

**J. Negotiated Rate:** Under certain circumstances, the company reserves the right to negotiate fees. Any such negotiated rate agreement must be approved in writing by the appropriate officer and signed by all parties involved for approval.

**K. Additional Charge/Hourly Rate:** In the event of work beyond the bundled rates The Company reserves the right to charge an hourly rate of \$100 per hour.

# **RATE AND RULES**

**FOR THE STATE OF**

# **KANSAS**

**EFFECTIVE: FEBRUARY 26, 2014**



**WFG NATIONAL TITLE  
INSURANCE COMPANY**

## **INTRODUCTION**

The rates for the various types of title insurance policies and endorsements offered by WFG National Title Insurance Company ("the Company") are set forth below. Premiums are for title insurance only and do not include search fees, abstract fees, attorney fees, or escrow or closing fees. Additional charges may be assessed for title insurance policies which involve an unusually large amount of work, but the applicant shall be notified before any additional charges would apply. As used herein, the initials ALTA stand for American Land Title Association.

## **STANDARD RISK RATES**

These rates are for ordinary real estate transactions for title insurance coverage provided by the standard forms of ALTA policies and/or endorsements. These rates assume that the Company will be supplied with evidence satisfactory to the Company that title has been determined based upon a competent examination of title. Fees and charges in connection with the searching, examination, certification and closing of title are not included in these rates, and the Company may make additional charges for these and other services when applicable.

## **RIGHT OF THE COMPANY TO ADJUST CHARGES/DECLINE TO INSURE**

The Company may adjust charges in especially difficult titles or for special risk considerations, or for coverage requested by the insured that is not provided in the standard ALTA forms of policies. The Company may also decline to insure any title. It may, at any time, at its sole discretion, refuse or cancel any application by canceling its charges and notifying the applicant.

## **RIGHT TO WITHHOLD ISSUANCE OF POLICY**

A fundamental principle of insurance is that the insurer does not undertake a risk unless it has been paid the required premium for the policy. Therefore, the Company will not issue a policy of title insurance until all applicable charges have been paid in full.

## **AMOUNT OF INSURANCE**

**Owner's title insurance policies** will not be issued for less than the full value of the property as determined by:

1. the contract purchase price for the property including the value of any assumed liens or obligations;
2. the appraised value of the property; or
3. a good faith estimate of the value of the property; except when the Company is a co-insurer with one or more other title insurers, or when the interest of the insured owner is a leasehold or other interest in the property which is less than fee ownership, in which case no owners title insurance policy will be issued for less than the value of the insured's interest in the property.

**Mortgagee title insurance policies** will be issued in the amount equal to the face value of the insured mortgage, except:

1. If the Company is a co-insurer with other title insurers, the amount of insurance may be less than the face amount of the mortgage, provided the total liability of all co-insurers complies with the amount of insurance requirements set forth in this section;
2. If the value of the insured property or the equity of the mortgagor is less than the face amount of the mortgage, the amount of insurance may be equal to the value of the property or the equity of the mortgagor in the property;

3. If the mortgage includes provisions for negative amortization, shared appreciation, or interest or other costs to be added to the indebtedness or secured by the mortgage, the policy may be written in an amount greater than the face amount of the mortgage;
4. If the indebtedness secured by the mortgage is also secured by mortgages on other property, the policy may be written in an amount equal to the amount of the indebtedness allocated by the insured to be secured by the property provided the values of the other property or properties is equal to or greater than the amount of the indebtedness allocated to the other properties.

Owners and loan policies of title insurance may be issued in amounts less than the minimum amounts stated above if that amount is greater than the Title Insurance Industry Capacity. Title Insurance Industry Capacity is defined by the total liability which can be assumed by the Company plus the total amount of any co-insurance and/or reinsurance which is available through other title insurance companies.

## **COMMITMENTS**

A properly completed title insurance commitment is a formal and legally binding contract to insure title to real property. In some jurisdictions, a commitment is called a binder. Maximum care must be exercised in the issuance of a title commitment due to the great potential for liability and claim every time a title commitment is issued. Subject to its terms and expiration, the commitment can be relied upon by the insured to obtain a title policy subject only to the exceptions set out therein.

A commitment for title insurance shall be effective for six (6) months. The Company may issue a written endorsement extending the effective period of the commitment provided that:

1. A request for extension is received prior to expiration of the commitment
2. The extension is for no more than six (6) months
3. The effective date of the commitment remains unchanged
4. The commitment is not extended for a total period of more than two (2) years

## **OWNER'S AND LEASEHOLD COVERAGE**

The ALTA leasehold owner's and leasehold loan policies are essentially identical to their ALTA counterparts for fee titles and mortgages. An owner's or leasehold policy insuring interest in land should not be issued for an amount greater than nor less than the purchase price of the land. If no sale is involved, the full reasonable value of the land may be agreed upon between the Company and the proposed insured.

A title insurer or a title insurance agent issuing a title insurance policy to a lender in conjunction with a mortgage loan made simultaneously with the purchase of all or part of the estate securing a loan, where no owner's title insurance policy has been requested, shall give written notice to the purchaser/mortgagor at the closing, on a form prescribed or approved by the Company, explaining that a title insurance policy for the lender is being issued for the protection of the mortgage lender, and that the policy does not provide title insurance protection to the purchaser/mortgagor. The notice shall further explain what an owner's title policy insures against, and what possible exposures exist for the purchaser/mortgagor which could be insured against through the purchase of an owner's policy, and the cost of said policy. A copy of the executed notice shall be retained in the agent's file for at least three years after the effective date of the lender's policy.



The premium for an owner's or leasehold policy is calculated as follows\*:

*Up to \$50,000 of coverage -----	\$3.50 per \$1,000
\$50,001 to \$100,000, an additional -----	\$3.00 per \$1,000
\$100,001 to \$500,000, an additional -----	\$2.00 per \$1,000
\$500,001 to \$10,000,000, an additional -----	\$1.75 per \$1,000
\$10,000,001 to \$15,000,000, an additional -----	\$1.50 per \$1,000
\$15,000,001 and up, an additional -----	\$1.25 per \$1,000

\* Minimum Premium: \$100.00

\*Round up to the next thousand on all transactions. (Ex: \$76,003 would be rounded up to \$77,000)

### ENHANCED OWNER'S OR LEASEHOLD POLICIES

This policy, which is the ALTA Homeowner's Policy of Title Insurance, adopted 10/17/98 and amended 10/22/03, provides more coverage to owners than the other ALTA Owner's Policies. The ALTA Homeowner's Policy contains 28 insuring clauses ("Covered Risks"). This policy can only be issued in connection with one-to-four family residential properties, or an individual condominium unit.

The elimination of the printed exception(s) (Standard Coverage exceptions) from any ALTA form of a policy makes that policy an Enhanced Coverage policy. The applicant/proposed insured shall comply with all underwriting requirements of the Company for the deletion of any or all printed exceptions shown in Schedule B, Section 2, of the Commitment for Title Insurance. An existing standard policy may be "upgraded" to an ALTA Homeowner's Policy for payment of the additional premium as calculated above over the premium for the standard ALTA Owners Policy. Enhanced coverage is available for one-to-four residential property for owner's coverage without underwriting approval. The property must be a one-to-four family residential lot or condominium unit on a whole lot in a recorded/filed residential subdivision or in a completed condominium subdivision.

The premium for an enhanced owner's or leasehold policy is calculated as follows\*:

Up to \$40,000 of coverage -----	\$160.00 flat fee
\$40,001 to \$1,000,000, an additional -----	4.00 per \$1,000
\$1,001,000 and above, an additional -----	2.75 per \$1,000

\*Round up to the next thousand on all transactions. (Ex: \$76,003 would be rounded up to \$77,000)

### LENDER'S POLICIES/SHORT FORM AND STANDARD

A lender's policy insuring first *lien position* on real property should not be issued for an amount greater than or less than the full principal debt. In some instances, a Lender's policy may be issued for an amount up to 120% of the principal debt to reimburse for interest, foreclosure costs, etc., and in an amount up to 150% of principal debt on adjustable rate mortgages. Short form policies reference standard full text policies filed and approved and on file with the Insurance Department. They are issued at the same rates as the standard full text policies referenced in the short form.

The premium for a Lender's policy, is calculated as follows\*:

*Up to \$50,000 of coverage -----	\$2.50 per \$1,000
\$50,001 to \$100,000, an additional -----	\$2.00 per \$1,000
\$100,001 to \$500,000, an additional -----	\$1.75 per \$1,000
\$500,001 to \$10,000,000, an additional -----	\$1.50 per \$1,000
\$10,000,001 to \$15,000,000, an additional -----	\$1.25 per \$1,000
\$15,000,001 and up, an additional -----	\$1.00 per \$1,000

\* Minimum Premium: \$100.00

\*Round up to the next thousand on all transactions. (Ex: \$76,003 would be rounded up to \$77,000)

A Lender's policy insuring a *second lien* position on real property should only be issued for an amount equal to the full principal debt of the second lien. The premium shall be calculated the same as the premium for a Lender's policy insuring a first lien position.

### CONSTRUCTION LOAN POLICIES

A construction loan policy may be issued in amount not greater than nor less than the full principal debt provided that (1) the loan is for a period not to exceed two (2) years (2) the purpose of the loan is to finance improvements to the real property. The premium for a construction loan policy is calculated at a charge of \$1.00 for each \$1,000 of coverage, with a minimum charge of \$100.00. If a loan for the purpose of financing improvements will become the permanent mortgage, the premium should be calculated at the charges for Lender's policies as shown herein.

**Issuing an Owner's Policy simultaneously with a Construction Loan Policy may be done one of two ways:**

1. Issue the Owner's Policy in the amount of the purchase price of the land only and the Loan Policy in the amount of the construction loan. The loan amount will exceed the owner's policy amount in this case.
2. Issue the Owner's Policy in the amount of the purchase price of the land combined with the amount of the construction loan, or the expected appraised value upon completion, if the appraised value is higher.

Option B is the preferred method. If option B is used, it is necessary to include a "pending improvements" clause on Schedule B of the Owner's Policy.

### ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN COVERAGE

An ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy version may be issued to institutional lenders where the loan being insured is in a second or junior position, per the following schedule of policy/liability amount:

Liability:	Charge:
Up to \$250,000.00	\$110.00

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One ALTA Form JR1 Endorsement (Supplemental Coverage Endorsement) may be issued concurrently with said policy at no charge. If issued after the said policy within six (6) months from the date of policy, then the charge is \$25.00.

The ALTA form JR2 Endorsement (Revolving Credit Endorsement), is available at no charge when issued concurrently with said policy. If issued after the said policy within six (6) months from the date of policy, then the charge is \$20.00.

No Refinance Credit is applicable to the issuance of the ALTA Residential Limited Coverage Junior Loan Policy

### **U.S. POLICY**

The U. S. Government Policy is issued naming the United States of America or one of its Departments as the insured. The policy identifies the vested owner of the land and excepts to those defects, liens and encumbrances which in the judgment of the insurer should appear in the policy. The policy also contains a special provision insuring against loss or damage if the United States acquires title by condemnation and the commitment, as updated to the filing of a lis pendens or declaration of taking, failed to disclose parties having a record interest in the land. However, the policy is not a report or abstract of title.

The insuring provisions of the policy are broad. However, their coverage is limited by the Exceptions in Schedule B of the policy and by the Schedule of Conditions and Limitations contained in the policy. The policy, like all policies, obligates the insurer to provide a defense to its insured. However, unlike other policies, the insurer does not have the right to select the counsel to represent the insured. The United States must be represented by the office of the Attorney General.

**The charge for this policy shall be 100% of the Standard Rate for an Owner's/Leasehold Policy.**

### **SIMULTANEOUS ISSUE**

When an owner's or leasehold owner's policy and a mortgagee's loan policy covering identical property are issued simultaneously, the rate is 100% of the owner rate plus \$175.00 for the loan policy. If the amount of the loan policy exceeds the owner's or leasehold owner's policy, then the excess amount will be charged at 100% of the rate for loan policies. In all cases the owner's or leasehold owner's policy shall be issued for the full insurable value of the premises, if insuring a fee simple estate, or for the full insurable value of the leasehold estate, if insuring a leasehold estate. Both policies must bear the same effective date and the owner's or leasehold owner's policy must show the mortgage as an exception. It is not essential that the fee simple or leasehold estate be acquired simultaneously with the issuance of the mortgagee's loan policies.

### **REISSUE RATES**

By definition, the reissue rate, when applicable, is 60% of the rate for the original insurance. The reissue rate can be applied only up to the amount of insurance of previously issued policy. The excess amount of insurance, if any, must be calculated at charges under applicable brackets. Reissue rates are applicable under the following circumstances:

1. A purchaser or lessee or real estate from one whose title thereto, as owner, has been insured by any title insurance company within seven (7) year prior to the application for a new owner's or leasehold policy shall be entitled to the reissue rate for owner's title insurance in a amount up to the face liability of such former policy. A copy of said former policy must be furnished to the new insurer (new issuing agent) prior to issuance of the new owner's policy.
2. An assured under an owner's or leasehold owner's policy grants a mortgage on the property

insured desires to furnish his mortgagee with a policy of title insurance. The premium for the Lender's policy is calculated as stated in the definition above.

3. No reissue credit shall be given if the examination of title reveals any of the following occurrences since the effective date of the prior policy: bankruptcy, foreclosure, multiple lawsuits or judgments, a gap in title, a conveyance of title into divided interests of less than 1/16, more than 20 additional easements.

## **TITLE INSURANCE**

### **SPECIAL RULE FOR RATING UNIQUE OR UNUSUAL CONDITIONS**

IF IT CAN BE CLEARLY DEMONSTRATED THAT A RISK PRESENTS UNIQUE OR UNUSUAL CONDITIONS OF EXPOSURE OR HAZARD SUCH THAT THE APPLICATION OF THE NORMAL RATING PROCEDURE DOES NOT PRODUCE A REASONABLE AND EQUITABLE RATE FOR THE RISK, SUCH RISK MAY BE TREATED ON AN INDIVIDUAL RATE BASIS.

REQUESTS FOR THE TREATMENT UNDER THIS RULE SHALL BE SUBMITTED TO THE INSURANCE COMMISSIONER AND SHALL BE ACCOMPANIED BY EVIDENCE SPECIFICALLY SETTING FORTH THE REASONS FOR THE REQUEST ALONG WITH FULL SUPPORTING INFORMATION EVIDENCING THAT THE SPECIAL TREATMENT IS NOT A VIOLATION OF K.S.A. 40-2404(14) RELATING TO REBATES AND OTHER INDUCEMENTS IN TITLE INSURANCE. SUCH RATES MUST BE FILED WITH THE COMMISSIONER OF INSURANCE PRIOR TO QUOTATION OR BEING MADE EFFECTIVE.

WFG National Title  
Insurance Company  
2711 Middleburg Drive  
Suite 312  
Columbia, SC 29204

## **ENDORSEMENTS**

The Company offers the following ALTA endorsements for use with the applicable policies. **Charges for these endorsements are \$100.00 per policy except as otherwise noted.**

**ALTA ENDORSEMENT 1-06—Street Assessments**  
**ALTA ENDORSEMENT 2-06—Truth in Lending**  
**ALTA ENDORSEMENT 3-06—Zoning (unimproved property) \$200.00 per policy**  
**ALTA ENDORSEMENT 3.1-06—Zoning, Completed Structure \$200.00 per policy**  
**ALTA ENDORSEMENT 4-06 & 4.1-06—Condominiums**  
**ALTA ENDORSEMENT 5-06 & 5.1-06—Planned Unit Development (PUD)**  
**ALTA ENDORSEMENT 6-06—Variable Rate Mortgage**  
**ALTA ENDORSEMENT 6.2-06—Variable Rate Mortgage, Negative Amortization**  
**ALTA ENDORSEMENT 7-06—Non-Imputation-Manufactured Housing Unit**  
**ALTA ENDORSEMENT 7.1-06—Manufactured Housing—Conversion: Loan**  
**ALTA ENDORSEMENT 7.2-06—Manufactured Housing—Conversion: Owners**  
**ALTA ENDORSEMENT 8.1-06—Environmental Protection Lien \$50.00 per policy**  
**ALTA ENDORSEMENT 9-06—Restrictions, Encroachments, Minerals**  
**ALTA ENDORSEMENT 9.1-06—Restrictions, Encroachments, Minerals-Owner's-Unimproved**  
**ALTA ENDORSEMENT 9.2-06—Restrictions, Encroachments, Minerals-Owner's-Improved**  
**ALTA ENDORSEMENT 9.3-06—Restrictions, Encroachments, Minerals-Loan Policy**  
**ALTA ENDORSEMENT 9.4-06—Restrictions, Encroachments, Minerals-Lender's-Unimproved**  
**ALTA ENDORSEMENT 9.5-06—Restrictions, Encroachments, Minerals-Owner's-Improved**  
**ALTA ENDORSEMENT 10-06—Assignment**  
**ALTA ENDORSEMENT 10.1-06—Assignment and Date Down**  
**ALTA ENDORSEMENT 11-06 Mortgage Modification**  
**ALTA ENDORSEMENT 12-06 Aggregation**  
**ALTA ENDORSEMENT 13-06 Leasehold-Owner's**  
**ALTA ENDORSEMENT 13.1-06 Leasehold-Loan**  
**ALTA ENDORSEMENT 14-06 Future Advance-Priority**

**ALTA ENDORSEMENT 14.1-06 Future Advance-Knowledge**  
**ALTA ENDORSEMENT 14.2-06 Future Advance-Letter of Credit**  
**ALTA ENDORSEMENT 14.3-06 Future Advance-Reverse Mortgage**  
**ALTA ENDORSEMENT 15.1-06 Non-Imputation-Additional Insured**  
**ALTA ENDORSEMENT 15.2-06 Non-Imputation-Partial Equity Transfer**  
**ALTA ENDORSEMENT 15-06 Non-Imputation-Full Equity Transfer**  
**ALTA ENDORSEMENT 16-06 Mezzanine Financing**  
**ALTA ENDORSEMENT 17-06 Access and Entry**  
**ALTA ENDORSEMENT 17.1-06 Indirect Access and Entry**  
**ALTA ENDORSEMENT 18.1-06 Multiple Tax Parcel**  
**ALTA ENDORSEMENT 18-06 Single Tax Parcel**  
**ALTA ENDORSEMENT 19-06 Contiguity- Multiple Parcels**  
**ALTA ENDORSEMENT 19.1-06 Contiguity-Single Parcels**  
**ALTA ENDORSEMENT 20-06 First Loss-Multiple Parcel Transactions**  
**ALTA ENDORSEMENT 21-06 Creditor's Rights**  
**ALTA ENDORSEMENT 22-06 Location**  
**ALTA ENDORSEMENT 22.1-06 Location and Map**

## Sample Request for Individual Risk Pursuant to Filed Unique and Unusual Rule

December 1, 1989

Kansas Insurance Department  
420 S.W. 9<sup>th</sup> Street  
Topeka, KS 66612-1678

### TITLE INSURANCE INDIVIDUAL RISK FILED UNIQUE AND UNUSUAL RULE

Gentlemen:

We wish to submit the following individual risk filing pursuant to our Unique and Unusual Rule presently on file with your department.

1.     Name of Insured/Property Insured:  
      John and Mary Doe
2.     Property Location:  
      Lots 1 and 2, New Subdivision, City of Salina, Kansas
3.     Policy/Commitment/File Number: File No. SA 100 120189
4.     Charge/Rate: This is an Owners Title Policy on Residential Property with \$150,000 limit of liability. We charged \$705,000 for the policy. This is \$50 more than the filed charge of \$655.00.
5.     Filed Charge/Rate: Our filed charge of \$655.00 is obtained from our rate schedule.
6.     Reason for Deviation from Filed Charge:  
      Multiple chain of title involved which required two hours of additional work in the title search, hence the additional charge of \$50.

Please let us know if you have any questions with regard to this individual risk filing.

Very truly yours,

John Jones  
Title Insurance Agent  
On Behalf of  
XYZ Title Insurance Agency

## Kansas Lender's Special Rates

1. This program is only applicable when a loan policy of title insurance is issued on refinance transactions of one-to-four family residential loan transactions not to exceed a liability of \$2,000,000.00 by WFG National Lender Services unit or an agent with similar capabilities (has centralized electronic order processing and tracking capabilities) pursuant to a written agreement with WFG National Title Insurance Company. The order must be opened electronically and escrow functions performed by WFG National Lender Services Unit or an agent with similar capabilities. All parties must agree to accept a basic Preliminary Title Report used in anticipation of the Lender Policy that provides for general exceptions in regards to Taxes and Assessments, Easements, and Covenants, Conditions and Restrictions.
  
2. Provided that the lender or mortgage broker meets the required minimum of two hundred\* (200) monthly title order openings ordered through the WFG Lender Division or comparable agency, the following rates will apply:

\*This requirement may be waived for a 2 month "introductory" period for new customers with management approval.

<b>Lender's Special Plus Rates</b> 200 orders or more per month	
<u>Liability</u>	<u>Premium</u>
\$0 to \$100,000	\$325.00
\$100,001 to \$200,000	\$380.00
\$200,001 to \$250,000	\$380.00
\$250,001 to \$500,000	\$560.00
\$500,001 to \$700,000	\$680.00
\$700,001 to \$1,000,000	\$820.00
\$1,000,001 to \$1,200,000	\$945.00
\$1,200,001 to \$1,500,000	\$1,020.00
\$1,500,001 to \$1,800,000	\$3,000.00
\$1,800,001 to \$2,000,000	\$3,500.00



## Kansas Lender's Special Rates

3. Provided that the lender or mortgage broker meets the required minimum of one hundred\* (100) monthly title order openings ordered through the WFG Lender Division or comparable agency, the following rates will apply:

\*This requirement may be waived for a 2 month "introductory" period for new customers with management approval.

<b>Lender's Special Rates</b> 100-200 orders per month	
<u>Liability</u>	<u>Premium</u>
\$0 to \$100,000	\$325.00
\$100,001 to \$200,000	\$400.00
\$200,001 to \$250,000	\$405.00
\$250,001 to \$500,000	\$635.00
\$500,001 to \$700,000	\$780.00
\$700,001 to \$1,000,000	\$920.00
\$1,000,001 to \$1,200,000	\$1,045.00
\$1,200,001 to \$1,500,000	\$1,120.00
\$1,500,001 to \$1,800,000	\$3,100.00
\$1,800,001 to \$2,000,000	\$3,600.00



# FILED

06/12/2024

RATE AND FORM COMPLIANCE DIVISION

**ACRISURE NATIONAL LENDER SERVICES, LLC**

**TITLE, CLOSING AND SETTLEMENT FEES AND CHARGES**

**FOR USE IN THE STATE OF KANSAS**

**WITH WESTCOR LAND TITLE INSURANCE COMPANY UNDERWRITING**

Please note that the Closing and Settlement Fees to be used for Kansas are the Acrisure National Lender Services, LLC fees in the pages immediately following this cover page. Any settlement fees included in the Westcor Land Title Insurance Rate Filing are Westcor's closing fees and will not be used by Acrisure unless otherwise noted.

**Acrisure National Lender  
Services, LLC  
Escrow Rate Manual  
Kansas Statewide Rates**

**General Rules**

**A Definition of Escrow**

“Escrow” means any transaction in which any escrow property is delivered with or without transfer of legal or equitable title, or both, and irrespective of whether a debtor-creditor relationship is created, to a person not otherwise having any right, title, or interest herein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening of a specified event or performance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promise, promisor, obligee, obligor, bailee, bailor, or any designated agent or employee of any of them.

“Escrow Agent” meaning any person who is engaged in the business of accepting escrows. Unless otherwise specified herein, whenever there is a reference to “Escrow Agent”, Escrow agent shall mean Acrisure National Lender Services, LLC. Hereinafter referred to as the “Company”.

**B. Rates, Fees, and Charges in effect prior to filing:**

All rates and fees contained herein become effective when approved by the Kansas Insurance Department.

**C. Employee Rate:**

There is no charge to an employee of the Company for escrow services performed in connection with the financing, refinancing, sale or purchase by the employee. Such rate is authorized only in connection with those costs that the employee would be obligated to pay by established custom as a party to the transaction.

**D. Separate Sales or Exchanges (Different Owners):**

Full escrow charge is applicable on each separate sale, seller or exchanger involved. The applicable charge applies on each individual sale or exchange even though there may be one common purchaser, and the sales or exchanges are handled concurrently, and one or more separate escrows is involved.

## **Basis Escrow Charges**

- A. Basic Refinance Charge:** Where no sale of the real property is involved and the purpose of said loan is for the refinance of the existing encumbrance on the property, the Escrow fee shall be \$450. This fee includes the escrow refinance fee, the notary fee for the refinance loan document signing, and the wire fee. The notary fee included is a one-time trip fee for loan document signing. Additional notary fees may apply if the transaction demands more than one notary trip or requires a split signing.
- B Discounted Escrow Fee (Veterans Administration Loan-paid by the Lender):** Where no sale of the real property is involved and the purpose of said loan is for the refinance of the existing encumbrance on the property, the Escrow fee shall be \$150. This fee includes the escrow refinance fee, the notary fee for the refinance loan document signing, and the wire fee. The notary fee included is a one-time trip fee for loan document signing. Additional notary fees may apply if the transaction demands more than one notary trip or requires a split signing.
- C Basic Charge (Sale):** When handling a sale or purchase transaction of real property, including leasehold interests, the Escrow Fee shall be \$700. This fee shall be equally divided between the buyer and seller unless the parties agree otherwise. This fee includes the escrow settlement fee only.
- D Basic Charge (REO Sale):** When handling a sale or purchase transaction of real property, where the subject property was foreclosed on and is owned by the servicer or foreclosing bank, the Escrow Fee shall be \$750. This fee shall be equally divided between the buyer and seller unless the parties agree otherwise. This fee includes the escrow settlement fee only.
- E Basic Charge (Piggyback or second loan):** The escrow fee shall be \$150 when “second” or additional loan instruments are involved in the escrow transaction. Additional notary fee may apply if the loan documents for the simultaneous second exceed 20 pages.
- F Basic Charge (Sub-Escrow):** When handling sub-escrow functions for an outside title escrow company, the Sub-escrow fee shall be \$150. Sub-escrow services include the receipt of disbursement of funds, payment of secured items on title and assistance with title curative.
- a.** A recording processing fee in the amount of \$50 may be charged for acceptance and recordation of documents.
  - b.** An additional charge of \$25 may be assessed if the issuance of courtesy payoffs exceeds more than 5 items in one transaction.

**Sub-escrow services:** Sub-escrow service may be provided for a minimum charge of \$100. Services available under this section are restricted to:

- c.** The receipt and disbursement of funds; and/or
- d.** A recording processing fee in the amount of \$50 may be assessed for acceptance and recordation of documents
- e.** A \$50 charge may be assessed for ordering payoffs if this service is combined with Sub-escrow services (a) and (b).

### Miscellaneous Service Charges

**A. Basic Charge (Sale and REO Sale Wire Transfer Fee):** There will be a one-time charge of \$25 for handling incoming and outgoing electronic funds transfers up to three incoming and/or outgoing wires. There will be an additional \$25 after the third wire.

**B. Signing/Notary Fee:** There will be a fee of \$150 for scheduling and handling of witness and/or acknowledging of signatures required on the documents necessary for purchase transactions. There may be an additional notary fee of up to \$150 for basic refinance and VA transactions if the loan document signing requires a re-draw/re-sign of loan documents, split signing, and/or additional trips to complete the signing.

a. There will be a fee of \$200 for accommodation scheduling and handling of witnesses and/or acknowledging of signatures requested for lender required upfront disclosures outside of the refinance closing loan document package.

**C. Examination Fee:** A one-time examination fee of up to \$300 may be assessed on VA refinance loans.

**D. Delivery Fee:** For a basic refinance or VA refinance loans, there will be a one-time fee of \$18 for overnight express mail such as Federal Express, UPS, or other courier services for delivery within the continental United States, including a package for overnight or standard delivery. There will be a one-time fee of \$50 for overnight express mail such as Federal Express, UPS, or other courier/mail services for delivery outside of the continental United States.

For sale or REO sale: there will be a one-time fee of \$36 for overnight express mail such as Federal Express, UPS, or other courier services for delivery within the continental United States, including a package for overnight or standard delivery. There will be a one-time fee of \$50 for overnight express mail such as Federal Express, UPS, or other courier/mail services for delivery outside of the continental United States.

**E. Deposit of Escrow Funds to Interest Bearing Account:** A customer may request, in writing, that the Company deposit escrow funds into an interest-bearing account. Such a request will be evaluated based on company procedures and the provisions of the Arizona Revised statutes. The fee for this service shall be \$50, which will include opening, servicing and closing of the account.

**F. Signing Fee (Deed or Affidavit only):** There will be a fee for \$75 for scheduling and conducting notary signings on single documents such as deed or affidavit that is required outside of a regular notary signing for a refinance, REO sale, or sale closing documents.

**G. Document Preparation:** There shall be a fee of \$60 per document/deed requested for preparation of any documents typically provided to close a standard refinance, sale or REO sale transaction if an outside attorney or vendor is used to complete the document preparation.

**H. RECORDING ACCEPTANCE AND PROCESSING:** There shall be a one-time fee in the amount of \$50 for the acceptance, processing, tracking and service of recorded documents. If more than two documents are being recorded separately, an additional fee of \$4.75 per document recording may be assessed.

**I. Volume Pricing:** The Company offers volume pricing to clients who submit a high Volume of orders that can be processed efficiently by The Company. These will be Customers who integrate with The Company to accept automated electronic delivery The Company's product and services. Client who submit orders via email or facsimile Cannot qualify for volume pricing. The fee will be a set flat rate in an agreement Between the client and The Company. This will be used when none of the other Set forth in this escrow filing will accommodate the client's requirements. The Ceiling on the volume pricing is \$550 per Refinance transactions and \$750 per Sale Or REO transaction.

**J. Negotiated Rate:** Under certain circumstances, the company reserves the right to negotiate fees. Any such negotiated rate agreement must be approved in writing by the appropriate officer and signed by all parties involved for approval.

**K. Additional Charge/Hourly Rate:** In the event of work beyond the bundled rates The Company reserves the right to charge an hourly rate of \$100 per hour.



**WESTCOR**  
LAND TITLE INSURANCE COMPANY

# **RATE MANUAL**

## **SCHEDULE OF RATES FOR TITLE INSURANCE IN THE STATE OF KANSAS**

**Effective Date: October 31, 2022**

**Corporate Headquarters**  
875 Concourse Parkway South  
Suite 200  
Maitland, FL 32751  
Toll Free: 866.629.5842

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## **AREA COVERED**

The following rates apply to the entire State of Kansas.

The Premium charges contained herein include commission paid to this company's Agents or Agencies. These rates represent only Title Insurance premium charges and do not include charges made by abstractors, attorneys, title companies or our Agents or Agencies for abstracts of title searches, title examinations, escrow or closing services.

## LOAN POLICIES OF TITLE INSURANCE

The premiums for Loan policies of title insurance are:

	Per Thousand
Up to \$50,000 of liability written	2.50
Over \$50,000 and up to \$100,000	2.00
Over \$100,000 and up to \$500,000	1.75
Over \$500,000 and up to \$10,000,000	1.50
Over \$10,000,000 and up to \$15,000,000	1.25
Over \$15,000,000	1.00

NOTE: To compute premium on a fractional thousand of insurance (except as to minimum premiums), round to the next highest thousand dollar figure and multiply by the rate per thousand applicable.

**The Reissue Title Insurance Rate for Loan Policies of Title Insurance is:**

When the owner of property on which application is made for mortgage title insurance has had the title to such property insured as owner by any title insurance company with a currently valid Certificate of Authority within 10 years prior to such application, such owner shall be entitled to the following reissue rates on mortgage insurance up to the face amount of their owner's policy:

	Per Thousand
Amount up to \$50,000 of liability written	1.50
Amount over \$50,000 and up to \$100,000	1.20
Amount over \$100,000 and up to \$500,000	1.05
Amount over \$500,000	0.90

If the amount of insurance desired under the mortgage policy is in excess of the original owner's policy, the excess shall be computed at the original rates under the applicable bracket or brackets.

**The Substitution Loan Rate for Loan Policies of Title Insurance is:**

When a substitution loan is made by the same lender to the same borrower on the same property, the title to which was insured by a reputable title insurance company in connection with the original loan, the following rates will be charged for issuing the policy in connection with the new loan.

AGE OF ORIGINAL LOAN	RATES
3 years or under	30% of regular rates
From 3 years to 4 years	40% of regular rates
From 4 years to 5 years	50% of regular rates
From 5 years to 6 years	60% of regular rates
From 6 years to 7 years	70% of regular rates
From 7 years to 8 years	80% of regular rates
8 years and over	100% of regular rates

At the time a substitution loan is made, the unpaid principal balance of the original loan will be considered the amount of insurance in force on which the foregoing rates shall be calculated. To these rates shall be added the regular rates for the new insurance, that is, the difference between the unpaid principal balance of the original loan and the amount of the new loan.

**The Extension Loan Rate for Loan Policies of Title Insurance is:**

When the indebtedness secured by a mortgage on real property, the title to which has previously been insured by any title insurance company with a currently valid Certificate of Authority, is renewed by an extension agreement, a new title policy or endorsement for the existing Westcor Land Title Insurance Company policy, furnishing coverage up to and including the date of the recording of the extension agreement will be issued at the following rates:

	Per Thousand
Up to \$10,000 of liability written	1.00
Over \$10,000, add	0.50

When a new title policy is issued in connection with the extension of a loan, the policy issued in connection with the original loan must be returned for cancellation.

**Simultaneous Issuance of Loan and Owners Policies of Title Insurance.**

When an owner's and mortgage policy covering identical land are to be issued simultaneously, the rate applicable for the owner's policy shall be the regular owner's rate. The rate for the mortgage policy simultaneously issued will be \$-0- for an amount of insurance not in excess of the owner's policy. The premium on the amount of the mortgage policy exceeding the owner's policy is figured at the regular original title insurance rates for mortgage policies.

In all cases the owner's policy shall be issued for the full insurable value of the premises. The title must be certified down to a date which will include the filing for record of both the deed to the mortgagor and the mortgage itself. Both policies must bear identical date and the owner's policy must show the mortgage as an exception under Schedule "B" thereof. It is not essential that the property be acquired simultaneously with the giving of the mortgage, but this rate, where applicable has reference to the simultaneous issuance of an owner's and a mortgage policy.

**ALTA Residential Limited Coverage Junior Loan Policy**

When title insurance is requested for a mortgage that is second or junior to a prior mortgage a Residential Junior Loan Limited Coverage Policy may be issued. The maximum loan amount insured is \$150,000.00. The charge for the Limited Coverage Junior Loan Policy shall be a flat fee of \$95.

## OWNER'S & LEASEHOLD POLICIES OF TITLE INSURANCE

### The premiums for Owner's or Leasehold Owner's Policies of Title Insurance are:

An owner's policy, insuring fee simple estate, will not be issued for less than the full value of the premises. A standard Owner's policy issued with the appropriate ALTA Leasehold Endorsement, will not be issued for less than the present market value of the leasehold estate, but with a minimum of the value of the fee. The premium charge for original owner's or leasehold insurance shall be:

	Per Thousand
Up to \$50,000 of liability written	3.50
Over \$50,000 and up to \$100,000	3.00
Over \$100,000 and up to \$5,000,000	2.00
Over \$5,000,000 and up to \$10,000,000	1.75
Over \$10,000,000 and up to \$15,000,000	1.50
Over \$15,000,000	1.25

NOTE: To compute any insurance premium on a fractional thousand of insurance (except as to minimum premiums), round to the next highest thousand dollar figure and multiply by the rate per thousand applicable.

### The Re-issue Rate for Owner's or Leasehold Policies is:

The reissue rate, where applicable (see sections "1", "2", "3" below), is 60% of the published rate in force for original insurance. Reissue rates apply up to the face amount of the previous policy. If more insurance is required under a reissue policy than was written in the original policy, the coverage must be computed at original insurance rates under the applicable bracket or brackets.

	Per Thousand
Amount up to \$50,000 of liability written	2.10
Amount over \$50,000 and up to \$100,000	1.80
Amount over \$100,000 add	1.20
Minimum Premium	\$10.00

1. A purchaser of real estate from one whose title as owner has been insured prior to the application for a new policy shall be entitled to the reissue rate for owner's insurance in an amount up to the face of such former policy. Full rate as per published schedule in force will be charged for the excess up to the full value of the property.
2. When the insured under a mortgage policy of this company acquires title by foreclosure or by voluntary conveyance in extinguishment of debt, and desires an owner's policy to be issued, such insured shall be entitled to the reissue rate on an owner's policy up to an amount equal to the face of such previous mortgage policy. Full rate as per published schedule in force will be charged for excess insurance requested.
3. When acreage is platted into small subdivisions and covered by one blanket policy as of the approximate date of filing such subdivision plat, the subdivider, his successors or assigns will be allowed the owner's reissue rate on parcels sold out of such subdivision within 10 years from the date of the blanket policy or until the aggregate of the policies issued on such parcels equal the face amount of the original blanket policy. (Note: The minimum premium for reissue policies under this classification is \$7.50 instead of \$10.00). Thereafter additional blanket insurance should be purchased or subsequent policies will be charged for at original rates. The status of such lot purchasers with reference to future insurance is defined under paragraph "1" hereof.

## ALTA HOMEOWNER'S POLICY FOR TITLE INSURANCE

The rate for the policy is 110% of the rates shown herein the Owners' Leasehold Policies of Title Insurance.

### MORTGAGE MODIFICATION GUARANTEE / ALTA RESIDENTIAL LIMITED COVERAGE MORTGAGE MODIFICATION POLICY

The premium charge for A Mortgage Modification Guarantee or ALTA Residential Limited Coverage Mortgage Modification Policy shall be:

Policy Amounts From Rate

\$0-\$1,000,000 .....	\$125
\$1,000,001 - \$1,500,000 .....	\$250
\$1,500,001 - \$2,000,000 .....	\$350

For each \$500,000 of liability above \$2,000,000 or part thereof up to \$20,000,000, add \$100

### Centralized Residential Refinance Rate (Statewide)

This is applicable for one-to-four family residential refinance loan transactions that meet all of the following requirements:

1. The loan is secured by a Mortgage or Deed of Trust encumbering real property improved with a one-to-four family residential dwelling unit or residential condominium unit;;
2. The loan is originated by or for an institutional lender;
3. The order is opened and delivered electronically by the company or an authorized agent with a centralized title and escrow operation capable of statewide servicing.
4. The Preliminary Report or Commitment for Title Insurance is delivered electronically;
5. The policy issued is the ALTA Loan Policy or ALTA Short form Residential Loan Policy with streamlined searching providing for generic exceptions for CC&R's, easements, minerals, mineral rights or survey matters.
6. This rate may not be used for construction loans or for a loan policy issued concurrently with an owner's policy. For amounts in excess of \$5,000,000, see Original Policy Rates.

LIABILITY AMOUNT	RATE
\$0 - \$250,000	\$380
\$250,001 - \$500,000	\$560
\$500,001 - \$750,000	\$680
\$750,001 - \$1,000,000	\$820
\$1,000,001 - \$1,250,000	\$945
\$1,250,001 - \$1,500,000	\$1,020
\$1,500,001 - \$2,000,000	\$1,100

\$2,000,001 - \$3,000,000	\$1,300
\$3,000,001 - \$4,000,000	\$1,600
\$4,000,001, \$5,000,000	\$2,000

Coverage provided under the following endorsements will be included at no additional charge upon request of the lender at the time of policy issuance: ALTA: 4, 4.1, 5-06, 5.1-06, 6, 6.2, 7-06, 7.1, 8.1, 9-06, 14.3, and 22-06 or comparable forms of endorsements promulgated by any other Land Title Association.

### **Centralized Residential Refinance Rate (Multi-State)**

This is applicable for one-to-four family residential refinance loan transactions that meet all of the following requirements:

1. The loan is secured by a Mortgage or Deed of Trust encumbering real property improved with a one-to-four family residential dwelling unit or residential condominium unit;;
2. The loan is originated by or for an institutional lender;
3. The order is opened and delivered electronically and processed by a centralized title and escrow operation with multi-state servicing capabilities in 10 or more states where they are licensed as an authorized agent of Westcor;
4. The order is fulfilled utilizing the ALTA Short Form Commitment and ALTA Short form Residential Loan Policy with streamlined searching providing for generic exceptions for CC&R's, easements, minerals, mineral rights or survey matters.
5. Written authorization is obtained by an agent to offer the rates contained herein.
6. This rate may not be used for construction loans or for a loan policy issued concurrently with an owner's policy. For amounts in excess of \$5,000,000, see Original Policy Rates.

LIABILITY AMOUNT	RATE
\$0 - \$250,000	\$300
\$250,001 - \$500,000	\$450
\$500,001 - \$750,000	\$550
\$750,001 - \$1,000,000	\$660
\$1,000,001 - \$1,250,000	\$760
\$1,250,001 - \$1,500,000	\$860
\$1,500,001 - \$2,000,000	\$1,000
\$2,000,001 - \$3,000,000	\$1,100
\$3,000,001 - \$4,000,000	\$1,300
\$4,000,001 - \$5,000,000	\$1,500

Coverage provided under the following endorsements will be included at no additional charge upon request of the lender at the time of policy issuance: ALTA: 4, 4.1, 5-06, 5.1-06, 6, 6.2, 7-06, 7.1, 8.1, 9-06, 14.3, and 22-06 or comparable forms of endorsements promulgated by any other Land Title Association.

## **OTHER**

### **Builder Rates**

Owners and Loan Policies will be issued at 60% of the rates shown in II a. and III a. on property being sold by a Builder/Developer and which constitutes a sale of a home or condominium built by such Builder/Developer.

A Builder/Developer for the purpose of this filing shall be a person or entity in the business of Developing Subdivisions or the Building of Homes, Apartment Projects, Condominiums or Commercial Projects.

**All standard Form Endorsements on file with the Division of Insurance are issued at no charge. However, in instances of unusual risk, exposure or hazard, an appropriate charge will be made.**

Unique or specialized endorsements addressing a specific title matter may be issued at a charge appropriate to the risk assured.

### **SPECIAL RULE FOR RATING UNIQUE OR UNUSUAL CONDITIONS**

If it can be clearly demonstrated that a risk presents unique or unusual conditions or exposure or hazard such that the application of the normal rating procedure does not produce a reasonable and equitable rate for the risk, such risk may be treated on an individual rate basis.

Requests for treatment under this rule shall be submitted to the insurance commissioner and shall be accompanied by evidence specifically setting forth the reasons for the request along with full supporting information evidencing that the special treatment is not a violation of K.S.A. 40-2404(14) relating to rebates and other inducements in title insurance. Such rates must be filed with the Commissioner of Insurance prior to quotation or being made effective.

FILED

APR 05 2018

KEN SELZER  
Commissioner of Insurance

**ELEVATED TITLE, LLC**

**TITLE, CLOSING AND SETTLEMENT FEES AND CHARGES**

**FOR USE IN THE STATE OF KANSAS**

**WITH WFG NATIONAL TITLE INSURANCE COMPANY UNDERWRITING**

Please note that the Closing and Settlement Fees to be used for Kansas are the Elevated Title, LLC fees in the pages immediately following this cover page. Any settlement fees included in the WFG National Title Insurance Rate Filing are WFG's closing fees, and will not be used by Elevated unless otherwise noted.



# ELEVATED TITLE, LLC

## KANSAS

(Escrow Rate Filing)

FILED

APR 05 2018

KEN SELZER  
Commissioner of Insurance

REFI Escrow fee \$150.00

- All-inclusive settlement fee, post-closing, wire, courier, communication and notary services.

REFI Title Exam fee \$595.00

Includes Title curative and Title exam.

PURCHASE/REO (Bundled rate) \$750.00

- includes all curative , exam, title search , post-closing , wire, courier , communication , and notary/attorney services
- tax cert fee \$75.00
- Release fee's \$45.00, Rush fee \$50.00

# **RATE AND RULES**

**FOR THE STATE OF**

# **KANSAS**

**EFFECTIVE: FEBRUARY 26, 2014**

FILED

APR 05 2018

KEN SELZER  
Commissioner of Insurance



**WFG NATIONAL TITLE  
INSURANCE COMPANY**

## INTRODUCTION

The rates for the various types of title insurance policies and endorsements offered by WFG National Title Insurance Company ("the Company") are set forth below. Premiums are for title insurance only and do not include search fees, abstract fees, attorney fees, or escrow or closing fees. Additional charges may be assessed for title insurance policies which involve an unusually large amount of work, but the applicant shall be notified before any additional charges would apply. As used herein, the initials ALTA stand for American Land Title Association.

APR 05 2018

## STANDARD RISK RATES

KEN SELZER

Commissioner of Insurance

These rates are for ordinary real estate transactions for title insurance coverage provided by the standard forms of ALTA policies and/or endorsements. These rates assume that the Company will be supplied with evidence satisfactory to the Company that title has been determined based upon a competent examination of title. Fees and charges in connection with the searching, examination, certification and closing of title are not included in these rates, and the Company may make additional charges for these and other services when applicable.

## RIGHT OF THE COMPANY TO ADJUST CHARGES/DECLINE TO INSURE

The Company may adjust charges in especially difficult titles or for special risk considerations, or for coverage requested by the insured that is not provided in the standard ALTA forms of policies. The Company may also decline to insure any title. It may, at any time, at its sole discretion, refuse or cancel any application by canceling its charges and notifying the applicant.

## RIGHT TO WITHHOLD ISSUANCE OF POLICY

A fundamental principle of insurance is that the insurer does not undertake a risk unless it has been paid the required premium for the policy. Therefore, the Company will not issue a policy of title insurance until all applicable charges have been paid in full.

## AMOUNT OF INSURANCE

**Owner's title insurance policies** will not be issued for less than the full value of the property as determined by:

1. the contract purchase price for the property including the value of any assumed liens or obligations;
2. the appraised value of the property; or
3. a good faith estimate of the value of the property; except when the Company is a co-insurer with one or more other title insurers, or when the interest of the insured owner is a leasehold or other interest in the property which is less than fee ownership, in which case no owners title insurance policy will be issued for less than the value of the insured's interest in the property.

**Mortgagee title insurance policies** will be issued in the amount equal to the face value of the insured mortgage, except:

1. If the Company is a co-insurer with other title insurers, the amount of insurance may be less than the face amount of the mortgage, provided the total liability of all co-insurers complies with the amount of insurance requirements set forth in this section;
2. If the value of the insured property or the equity of the mortgagor is less than the face amount of the mortgage, the amount of insurance may be equal to the value of the property or the equity of the mortgagor in the property;

3. If the mortgage includes provisions for negative amortization, shared appreciation, or interest or other costs to be added to the indebtedness or secured by the mortgage, the policy may be written in an amount greater than the face amount of the mortgage;
4. If the indebtedness secured by the mortgage is also secured by mortgages on other property, the policy may be written in an amount equal to the amount of the indebtedness allocated by the insured to be secured by the property provided the values of the other property or properties is equal to or greater than the amount of the indebtedness allocated to the other properties.

Owners and loan policies of title insurance may be issued in amounts less than the minimum amounts stated above if that amount is greater than the Title Insurance Industry Capacity. Title Insurance Industry Capacity is defined by the total liability which can be assumed by the Company plus the total amount of any co-insurance and/or reinsurance which is available through other title insurance companies.

KEN SELZER  
Commissioner of Insurance

### COMMITMENTS

A properly completed title insurance commitment is a formal and legally binding contract to insure title to real property. In some jurisdictions, a commitment is called a binder. Maximum care must be exercised in the issuance of a title commitment due to the great potential for liability and claim every time a title commitment is issued. Subject to its terms and expiration, the commitment can be relied upon by the insured to obtain a title policy subject only to the exceptions set out therein.

A commitment for title insurance shall be effective for six (6) months. The Company may issue a written endorsement extending the effective period of the commitment provided that:

1. A request for extension is received prior to expiration of the commitment
2. The extension is for no more than six (6) months
3. The effective date of the commitment remains unchanged
4. The commitment is not extended for a total period of more than two (2) years

### OWNER'S AND LEASEHOLD COVERAGE

The ALTA leasehold owner's and leasehold loan policies are essentially identical to their ALTA counterparts for fee titles and mortgages. An owner's or leasehold policy insuring interest in land should not be issued for an amount greater than nor less than the purchase price of the land. If no sale is involved, the full reasonable value of the land may be agreed upon between the Company and the proposed insured.

A title insurer or a title insurance agent issuing a title insurance policy to a lender in conjunction with a mortgage loan made simultaneously with the purchase of all or part of the estate securing a loan, where no owner's title insurance policy has been requested, shall give written notice to the purchaser/mortgagor at the closing, on a form prescribed or approved by the Company, explaining that a title insurance policy for the lender is being issued for the protection of the mortgage lender, and that the policy does not provide title insurance protection to the purchaser/mortgagor. The notice shall further explain what an owner's title policy insures against, and what possible exposures exist for the purchaser/mortgagor which could be insured against through the purchase of an owner's policy, and the cost of said policy. A copy of the executed notice shall be retained in the agent's file for at least three years after the effective date of the lender's policy.



The premium for an owner's or leasehold policy is calculated as follows\*:

*Up to \$50,000 of coverage -----	\$3.50 per \$1,000
\$50,001 to \$100,000, an additional -----	\$3.00 per \$1,000
\$100,001 to \$500,000, an additional -----	\$2.00 per \$1,000
\$500,001 to \$10,000,000, an additional -----	\$1.75 per \$1,000
\$10,000,001 to \$15,000,000, an additional -----	\$1.50 per \$1,000
\$15,000,001 and up, an additional -----	\$1.25 per \$1,000

\* Minimum Premium: \$100.00

\*Round up to the next thousand on all transactions. (Ex: \$76,003 would be rounded up to \$77,000)

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#### ENHANCED OWNER'S OR LEASEHOLD POLICIES

This policy, which is the ALTA Homeowner's Policy of Title Insurance, adopted 10/17/98 and amended 10/22/03, provides more coverage to owners than the other ALTA Owner's Policies. The ALTA Homeowner's Policy contains 28 insuring clauses ("Covered Risks"). This policy can only be issued in connection with one-to-four family residential properties, or an individual condominium unit.

The elimination of the printed exception(s) (Standard Coverage exceptions) from any ALTA form of a policy makes that policy an Enhanced Coverage policy. The applicant/proposed insured shall comply with all underwriting requirements of the Company for the deletion of any or all printed exceptions shown in Schedule B, Section 2, of the Commitment for Title Insurance. An existing standard policy may be "upgraded" to an ALTA Homeowner's Policy for payment of the additional premium as calculated above over the premium for the standard ALTA Owners Policy. Enhanced coverage is available for one-to-four residential property for owner's coverage without underwriting approval. The property must be a one-to-four family residential lot or condominium unit on a whole lot in a recorded/filed residential subdivision or in a completed condominium subdivision.

The premium for an enhanced owner's or leasehold policy is calculated as follows\*:

Up to \$40,000 of coverage -----	\$160.00 flat fee
\$40,001 to \$1,000,000, an additional -----	4.00 per \$1,000
\$1,001,000 and above, an additional -----	2.75 per \$1,000

\*Round up to the next thousand on all transactions. (Ex: \$76,003 would be rounded up to \$77,000)

#### LENDER'S POLICIES/SHORT FORM AND STANDARD

A lender's policy insuring first *lien position* on real property should not be issued for an amount greater than or less than the full principal debt. In some instances, a Lender's policy may be issued for an amount up to 120% of the principal debt to reimburse for interest, foreclosure costs, etc., and in an amount up to 150% of principal debt on adjustable rate mortgages. Short form policies reference standard full text policies filed and approved and on file with the Insurance Department. They are issued at the same rates as the standard full text policies referenced in the short form.

The premium for a Lender's policy, is calculated as follows\*:

*Up to \$50,000 of coverage -----	\$2.50 per \$1,000
\$50,001 to \$100,000, an additional -----	\$2.00 per \$1,000
\$100,001 to \$500,000, an additional -----	\$1.75 per \$1,000
\$500,001 to \$10,000,000, an additional -----	\$1.50 per \$1,000
\$10,000,001 to \$15,000,000, an additional -----	\$1.25 per \$1,000
\$15,000,001 and up, an additional -----	\$1.00 per \$1,000

\* Minimum Premium: \$100.00

\*Round up to the next thousand on all transactions. (Ex: \$76,003 would be rounded up to \$77,000)

A Lender's policy insuring a *second lien* position on real property should only be issued for an amount equal to the full principal debt of the second lien. The premium shall be calculated the same as the premium for a Lender's policy insuring a first lien position.

### CONSTRUCTION LOAN POLICIES

A construction loan policy may be issued in amount not greater than nor less than the full principal debt provided that (1) the loan is for a period not to exceed two (2) years (2) the purpose of the loan is to finance improvements to the real property. The premium for a construction loan policy is calculated at a charge of \$1.00 for each \$1,000 of coverage, with a minimum charge of \$100.00. If a loan for the purpose of financing improvements will become the permanent mortgage, the premium should be calculated at the charges for Lender's policies as shown herein.

**Issuing an Owner's Policy simultaneously with a Construction Loan Policy may be done one of two ways:**

1. Issue the Owner's Policy in the amount of the purchase price of the land only and the Loan Policy in the amount of the construction loan. The loan amount will exceed the owner's policy amount in this case.
2. Issue the Owner's Policy in the amount of the purchase price of the land combined with the amount of the construction loan, or the expected appraised value upon completion, if the appraised value is higher.

Option B is the preferred method. If option B is used, it is necessary to include a "pending improvements" clause on Schedule B of the Owner's Policy.

### ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN COVERAGE

An ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy version may be issued to institutional lenders where the loan being insured is in a second or junior position, per the following schedule of policy/liability amount:

Liability:	Charge:
Up to \$250,000.00	\$110.00



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One ALTA Form JR1 Endorsement (Supplemental Coverage Endorsement) may be issued concurrently with said policy at no charge. If issued after the said policy within six (6) months from the date of policy, then the charge is \$25.00.

The ALTA form JR2 Endorsement (Revolving Credit Endorsement), is available at no charge when issued concurrently with said policy. If issued after the said policy within six (6) months from the date of policy, then the charge is \$20.00.

No Refinance Credit is applicable to the issuance of the ALTA Residential Limited Coverage Junior Loan Policy

#### U.S. POLICY

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The U. S. Government Policy is issued naming the United States of America or one of its Departments as the insured. The policy identifies the vested owner of the land and excepts to those defects, liens and encumbrances which in the judgment of the insurer should appear in the policy. The policy also contains a special provision insuring against loss or damage if the United States acquires title by condemnation and the commitment, as updated to the filing of a lis pendens or declaration of taking, failed to disclose parties having a record interest in the land. However, the policy is not a report or abstract of title.

The insuring provisions of the policy are broad. However, their coverage is limited by the Exceptions in Schedule B of the policy and by the Schedule of Conditions and Limitations contained in the policy. The policy, like all policies, obligates the insurer to provide a defense to its insured. However, unlike other policies, the insurer does not have the right to select the counsel to represent the insured. The United States must be represented by the office of the Attorney General.

**The charge for this policy shall be 100% of the Standard Rate for an Owner's/Leasehold Policy.**

#### SIMULTANEOUS ISSUE

When an owner's or leasehold owner's policy and a mortgagee's loan policy covering identical property are issued simultaneously, the rate is 100% of the owner rate plus \$175.00 for the loan policy. If the amount of the loan policy exceeds the owner's or leasehold owner's policy, then the excess amount will be charged at 100% of the rate for loan policies. In all cases the owner's or leasehold owner's policy shall be issued for the full insurable value of the premises, if insuring a fee simple estate, or for the full insurable value of the leasehold estate, if insuring a leasehold estate. Both policies must bear the same effective date and the owner's or leasehold owner's policy must show the mortgage as an exception. It is not essential that the fee simple or leasehold estate be acquired simultaneously with the issuance of the mortgagee's loan policies.

#### REISSUE RATES

By definition, the reissue rate, when applicable, is 60% of the rate for the original insurance. The reissue rate can be applied only up to the amount of insurance of previously issued policy. The excess amount of insurance, if any, must be calculated at charges under applicable brackets. Reissue rates are applicable under the following circumstances:

1. A purchaser or lessee or real estate from one whose title thereto, as owner, has been insured by any title insurance company within seven (7) year prior to the application for a new owner's or leasehold policy shall be entitled to the reissue rate for owner's title insurance in a amount up to the face liability of such former policy. A copy of said former policy must be furnished to the new insurer (new issuing agent) prior to issuance of the new owner's policy.
2. An assured under an owner's or leasehold owner's policy grants a mortgage on the property

insured desires to furnish his mortgagee with a policy of title insurance. The premium for the Lender's policy is calculated as stated in the definition above.

3. No reissue credit shall be given if the examination of title reveals any of the following occurrences since the effective date of the prior policy: bankruptcy, foreclosure, multiple lawsuits or judgments, a gap in title, a conveyance of title into divided interests of less than 1/16, more than 20 additional easements.

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## TITLE INSURANCE

### SPECIAL RULE FOR RATING UNIQUE OR UNUSUAL CONDITIONS

IF IT CAN BE CLEARLY DEMONSTRATED THAT A RISK PRESENTS UNIQUE OR UNUSUAL CONDITIONS OF EXPOSURE OR HAZARD SUCH THAT THE APPLICATION OF THE NORMAL RATING PROCEDURE DOES NOT PRODUCE A REASONABLE AND EQUITABLE RATE FOR THE RISK, SUCH RISK MAY BE TREATED ON AN INDIVIDUAL RATE BASIS.

REQUESTS FOR THE TREATMENT UNDER THIS RULE SHALL BE SUBMITTED TO THE INSURANCE COMMISSIONER AND SHALL BE ACCOMPANIED BY EVIDENCE SPECIFICALLY SETTING FORTH THE REASONS FOR THE REQUEST ALONG WITH FULL SUPPORTING INFORMATION EVIDENCING THAT THE SPECIAL TREATMENT IS NOT A VIOLATION OF K.S.A. 40-2404(14) RELATING TO REBATES AND OTHER INDUCEMENTS IN TITLE INSURANCE. SUCH RATES MUST BE FILED WITH THE COMMISSIONER OF INSURANCE PRIOR TO QUOTATION OR BEING MADE EFFECTIVE.

WFG National Title  
Insurance Company  
2711 Middleburg Drive  
Suite 312  
Columbia, SC 29204

KEN SELZER  
Commissioner of Insurance

## ENDORSEMENTS

The Company offers the following ALTA endorsements for use with the applicable policies. **Charges for these endorsements are \$100.00 per policy except as otherwise noted.**

ALTA ENDORSEMENT 1-06—Street Assessments  
ALTA ENDORSEMENT 2-06—Truth in Lending  
ALTA ENDORSEMENT 3-06—Zoning (unimproved property) \$200.00 per policy  
ALTA ENDORSEMENT 3.1-06—Zoning, Completed Structure \$200.00 per policy  
ALTA ENDORSEMENT 4-06 & 4.1-06—Condominiums  
ALTA ENDORSEMENT 5-06 & 5.1-06—Planned Unit Development (PUD)  
ALTA ENDORSEMENT 6-06—Variable Rate Mortgage  
ALTA ENDORSEMENT 6.2-06—Variable Rate Mortgage, Negative Amortization  
ALTA ENDORSEMENT 7-06—Non-Imputation-Manufactured Housing Unit  
ALTA ENDORSEMENT 7.1-06—Manufactured Housing—Conversion: Loan  
ALTA ENDORSEMENT 7.2-06—Manufactured Housing—Conversion: Owners  
ALTA ENDORSEMENT 8.1-06—Environmental Protection Lien \$50.00 per policy  
ALTA ENDORSEMENT 9-06—Restrictions, Encroachments, Minerals  
ALTA ENDORSEMENT 9.1-06—Restrictions, Encroachments, Minerals-Owner's-Unimproved  
ALTA ENDORSEMENT 9.2-06—Restrictions, Encroachments, Minerals-Owner's-Improved  
ALTA ENDORSEMENT 9.3-06—Restrictions, Encroachments, Minerals-Loan Policy  
ALTA ENDORSEMENT 9.4-06—Restrictions, Encroachments, Minerals-Lender's-Unimproved  
ALTA ENDORSEMENT 9.5-06—Restrictions, Encroachments, Minerals-Owner's-Improved  
ALTA ENDORSEMENT 10-06—Assignment  
ALTA ENDORSEMENT 10.1-06—Assignment and Date Down  
ALTA ENDORSEMENT 11-06 Mortgage Modification  
ALTA ENDORSEMENT 12-06 Aggregation  
ALTA ENDORSEMENT 13-06 Leasehold-Owner's  
ALTA ENDORSEMENT 13.1-06 Leasehold-Loan  
ALTA ENDORSEMENT 14-06 Future Advance-Priority

ALTA ENDORSEMENT 14.1-06 Future Advance-Knowledge  
ALTA ENDORSEMENT 14.2-06 Future Advance-Letter of Credit  
ALTA ENDORSEMENT 14.3-06 Future Advance-Reverse Mortgage  
ALTA ENDORSEMENT 15.1-06 Non-Imputation-Additional Insured  
ALTA ENDORSEMENT 15.2-06 Non-Imputation-Partial Equity Transfer  
ALTA ENDORSEMENT 15-06 Non-Imputation-Full Equity Transfer  
ALTA ENDORSEMENT 16-06 Mezzanine Financing  
ALTA ENDORSEMENT 17-06 Access and Entry  
ALTA ENDORSEMENT 17.1-06 Indirect Access and Entry  
ALTA ENDORSEMENT 18.1-06 Multiple Tax Parcel  
ALTA ENDORSEMENT 18-06 Single Tax Parcel  
ALTA ENDORSEMENT 19-06 Contiguity- Multiple Parcels  
ALTA ENDORSEMENT 19.1-06 Contiguity-Single Parcels  
ALTA ENDORSEMENT 20-06 First Loss-Multiple Parcel Transactions  
ALTA ENDORSEMENT 21-06 Creditor's Rights  
ALTA ENDORSEMENT 22-06 Location  
ALTA ENDORSEMENT 22.1-06 Location and Map

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Commissioner of Insurance

## Sample Request for Individual Risk Pursuant to Filed Unique and Unusual Rule

December 1, 1989

Kansas Insurance Department  
420 S.W. 9<sup>th</sup> Street  
Topeka, KS 66612-1678

TITLE INSURANCE INDIVIDUAL RISK FILED UNIQUE  
AND UNUSUAL RULE

FILED

APR 05 2018

KEN SELZER  
Commissioner of Insurance

Gentlemen:

We wish to submit the following individual risk filing pursuant to our Unique and Unusual Rule presently on file with your department.

1. Name of Insured/Property Insured:  
John and Mary Doe
2. Property Location:  
Lots 1 and 2, New Subdivision, City of Salina, Kansas
3. Policy/Commitment/File Number: File No. SA 100 120189
4. Charge/Rate: This is an Owners Title Policy on Residential Property with \$150,000 limit of liability. We charged \$705,000 for the policy. This is \$50 more than the filed charge of \$655.00.
5. Filed Charge/Rate: Our filed charge of \$655.00 is obtained from our rate schedule.
6. Reason for Deviation from Filed Charge:  
Multiple chain of title involved which required two hours of additional work in the title search, hence the additional charge of \$50.

Please let us know if you have any questions with regard to this individual risk filing.

Very truly yours,

John Jones  
Title Insurance Agent  
On Behalf of  
XYZ Title Insurance Agency

## Kansas Lender's Special Rates

1. This program is only applicable when a loan policy of title insurance is issued on refinance transactions of one-to-four family residential loan transactions not to exceed a liability of \$2,000,000.00 by WFG National Lender Services unit or an agent with similar capabilities (has centralized electronic order processing and tracking capabilities) pursuant to a written agreement with WFG National Title Insurance Company. The order must be opened electronically and escrow functions performed by WFG National Lender Services Unit or an agent with similar capabilities. All parties must agree to accept a basic Preliminary Title Report used in anticipation of the Lender Policy that provides for general exceptions in regards to Taxes and Assessments, Easements, and Covenants, Conditions and Restrictions.

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2. Provided that the lender or mortgage broker meets the required minimum of two hundred (200) monthly title order openings ordered through the WFG Lender Division or comparable agency, the following rates will apply:

\*This requirement may be waived for a 2 month "introductory" period for new customers with management approval.

Lender's Special Plus Rates	
200 orders or more per month	
<u>Liability</u>	<u>Premium</u>
\$0 to \$100,000	\$325.00
\$100,001 to \$200,000	\$380.00
\$200,001 to \$250,000	\$380.00
\$250,001 to \$500,000	\$560.00
\$500,001 to \$700,000	\$680.00
\$700,001 to \$1,000,000	\$820.00
\$1,000,001 to \$1,200,000	\$945.00
\$1,200,001 to \$1,500,000	\$1,020.00
\$1,500,001 to \$1,800,000	\$3,000.00
\$1,800,001 to \$2,000,000	\$3,500.00



## Kansas Lender's Special Rates

3. Provided that the lender or mortgage broker meets the required minimum of one hundred\* (100) monthly title order openings ordered through the WFG Lender Division or comparable agency, the following rates will apply:

\*This requirement may be waived for a 2 month "introductory" period for new customers with management approval.

<b>Lender's Special Rates</b> 100-200 orders per month	
<u>Liability</u>	<u>Premium</u>
\$0 to \$100,000	\$325.00
\$100,001 to \$200,000	\$400.00
\$200,001 to \$250,000	\$405.00
\$250,001 to \$500,000	\$635.00
\$500,001 to \$700,000	\$780.00
\$700,001 to \$1,000,000	\$920.00
\$1,000,001 to \$1,200,000	\$1,045.00
\$1,200,001 to \$1,500,000	\$1,120.00
\$1,500,001 to \$1,800,000	\$3,100.00
\$1,800,001 to \$2,000,000	\$3,600.00

FILED  
APR 05 2018  
KEN SELZER  
Commissioner of Insurance