

# **KANSAS RATE MANUAL**

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**EFFECTIVE 08.23.2022** 

# TITLE INSURANCE

# 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 WITHIN THIRTY (30) DAYS AFTER BEING MADE EFFECTIVE.

The above Rule shall be a part of the Old Republic National Title Insurance Company's rate filing on file with the Commissioner of Insurance in the State of Kansas.

# KANSAS INSURANCE DEPARTMENT UNIFORM PREMIUM (RISK RATE) REPORTING FORM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Description of Risk (1)	Insu Lea	inal Title rance for usehold and wner's plicies (2)	for O Lea	sue Rate wner's or asehold olicies (3)	for M Acq T	sue Rate ortgagee juiring Title (4)	Liqu Prog Fe	dential idation rams by ederal encies (3)	Issue Owne	ltaneous - er's and Policies (6)	Simultaneous Issue - Owner's Policies to Seller and Purchaser (7)
Up to \$50,000	\$	3.50	\$	2.10	\$	2.10	\$	1.50	Se	e Note	\$
Over \$50,000 to \$100,000	\$	3.00	\$	1.80	See	e Note	\$	1.50			\$
Over \$100,000 to \$5,000,000	s	2.00	\$	1.20	See	e Note	\$	1.50			\$
Over \$5,000,000 to \$10,000,000	s	1.75	\$	1.05	See	e Note	\$	1.50			\$
Over \$10,000,000 to \$15,000,000	\$	1.50	\$	.90	See	e Note	\$	1.50			\$
Over \$15,000,000	\$	1.25	\$	.75	See	e Note	\$	1.50			\$
Minimum Premium	\$	10.00	\$	10.00	\$1	0.00	\$2	20.00	\$	7.50	\$10.00

# KANSAS INSURANCE DEPARTMENT UNIFORM PREMIUM (RISK RATE) REPORTING FORM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Description of Risk (1)	Original Title Insurance for Loan Policies (8)	Reissue Rate for Loan Policies (9)	Rates for Second Mortgages (10)	Substitution Loan Rate (11)	Junior Mortgage Rate (13)
Up to \$50,000	\$2.50	\$1.50	See Note	See Note	See Note
Over \$50,000 to \$100,000	\$2.00	\$1.20			
Over \$100,000 to \$500,000	\$1.75	\$1.05			
Over \$500,000 to \$10,000,000	\$1.50	\$.90			
Over \$10,000,000 to \$15,000,000	\$1.25	\$.75			
Over \$15,000,000	\$1.00	\$.60			
Minimum Premium	\$7.50	\$7.50			

(1) To compute any risk rate on a fractional thousand of insurance (except as to minimum rate), multiply such fractional thousand by the rate per thousand applicable, considering any fraction of \$100 as a full \$100.

#### (2) RISK RATES FOR OWNER'S OR LEASEHOLD POLICIES

An owner's policy, insuring a fee simple estate, will not be issued for less than the full insurable value of the land and improvements, if any, which constitute real estate. A policy insuring a leasehold estate will not be issued for less than the full insurable value of the leasehold estate.

#### LEASEHOLD OWNERS

The leasehold owner's policy will not be issued for less than the fair market value of the leasehold estate.

#### (3) REISSUE RISK RATES FOR OWNER'S OR LEASEHOLD POLICIES

The reissue risk rate, where applicable, (see sections &", "b" and "c" below) is 60% of the published tariff in force for original insurance. Reissue risk rates apply up to the face of the previous policy, provided the outstanding policy is presented. Additional insurance up to the full insurable value of the premises will be computed at original insurance risk rates under the applicable bracket or brackets.

- a. A purchaser or lessee of real estate from one whose title thereto as owner or lessee has been insured within 10 years prior to the application for a new policy shall be entitled to the reissue risk rate for owner's insurance in an amount up to the face of such former policy, provided the outstanding policy is presented. Full risk rate as per published schedule in force will be charged for the excess up to the full insurable value of the property. On ALTA residential owner's policies, the reissue credit (if applicable) will apply only up to the original face amount of the former policy as shown in Schedule A of said policy.
- b. When acreage is platted or divided into smaller subdivisions and covered by one blanket policy, the insured will be entitled to the reissue rate on owner's policies covering 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 equals the face amount of the original blanket policy. Policy will be issued for a \$10.00 premium.

Thereafter, additional blanket insurance should be purchased in the applicable brackets 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 a hereof.

c. Where a mortgage policy is outstanding and an owner's policy on the same property is issued within 10 years from the date of said mortgage policy, the reissue risk rate will apply up to the amount of the balance due on the mortgage insured under the outstanding mortgage policy.

#### (4) REISSUE RATE FOR MORTGAGEE ACQUIRING TITLE

When the insured under a mortgage policy acquires title by foreclosure or by voluntary conveyance in extinguishment of debt, and makes application for an owner's policy, such insured or the designee for the benefit of such insured shall be entitled to the following reissue risk rate on an owner's policy up to an amount equal to the face of such previous mortgage policy upon presenting said mortgage policy. Full rate as per published schedule in force will be charged for excess insurance requested.

Per ThousandUp to \$50,000 of liability written......\$2.10Excess over \$50,000 shall be computed by reference to the dateof the mortgage policy, as follows:Date of PreviousMortgage Policy1 year or less.....20% of regular rates1 year to 2 years....2 years to 3 years....3 years to 4 years....4 years or over....4 years or over....5 % of regular rates4 years or over....5 % of regular rates4 years or over....5 % of regular rates5 % of regular rates5 % of regular rates3 years to 4 years...5 % of regular rates4 years or over...5 % of regular rates4 years or over....5 % of regular rates4 years or over...5 % of regular rates5 % of regular rates4 years or over...5 % of regular rates5 % of regular rates<

(5) RESIDENTIAL LIQUIDATION PROGRAMS BY FEDERAL AGENCIES

When an insured under a mortgage policy acquires title to a oneto-four family residence by foreclosure or by voluntary conveyance in lieu of foreclosure in extinguishment of debt and transfers the title to the residence to a governmental agency in connection with that agency's business of guaranteeing the repayment of said mortgage, and said agency has acquired the residence for immediate resale, the agency may request and be entitled to the following:

a. An interim commitment to insure, issued for a term of 24 months, committing the Company to issue an owner's policy to the agency or to its purchaser.

The risk rate for the issuance of the above commitment shall be \$1.50 per thousand dollars liability or fraction thereof, subject to a \$20.00 minimum.

- b. An owner's policy issued as committed for shall be issued to:
  - 1. The purchaser from the agency.

The risk rate charge shall be the applicable reissue rate for owner's title insurance up to the amount of the commitment, plus the regular rate for any amount in excess of the commitment.

2. The agency after the expiration of 24 months, if no transfer has been made. The risk rate charge shall be the applicable reissue rate for owner's title insurance, up to the amount of the commitment.

#### (6) SIMULTANEOUS ISSUANCE OF MORTGAGE AND OWNER'S POLICIES

When an owner's and a mortgagees policy or policies covering identical land are to be issued simultaneously, the rate applicable for the owner's policy shall be the regular owners risk rate. The risk rate for the mortgage policy or policies so simultaneously issued will be \$7.50 for up to an amount of insurance not in excess of the owner's policy. The risk rate on the amount of the mortgage policy or policies in excess of the owner's policy is figured at the regular original title insurance risk rates for mortgagees 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 mortgagee's policy or policies.

#### (7) SIMULTANEOUS ISSUANCE OF OWNER'S AND LEASEHOLD POLICIES

When an owner's and leasehold 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 leasehold policy will be 30% of the risk rate for the owner's policy with which it is being issued simultaneously up to the amount of said owner's policy. The risk rate on the amount of a leasehold policy in excess of the owner's policy will be figured at the regular title insurance rate for owner's policies in the applicable bracket. Minimum premium is \$10.00.

#### (8) ORIGINAL TITLE INSURANCE RISK RATES FOR MORTGAGES

A mortgage policy cannot be issued for an amount less than the full principal debt. A policy can, however, be issued for an amount up to 20% in excess of the debt to cover interest, foreclosure cost, etc. A new mortgage given to renew an old mortgage debt which was originally covered by insurance is a new transaction, creating new liability, and if insured carries the original mortgage rate, unless it falls within the classification of Reissue Title Insurance Risk Rates for Mortgages or Title Insurance Risk Rates for Substitution Loans.

#### (9) REISSUE TITLE INSURANCE RISK RATES FOR MORTGAGES

When the owner of property on which application is made for mortgage title insurance has had the title to such property insured as owner within 10 years prior to such application, such owner shall be entitled to the reissue risk rate on such mortgage insurance of 60% of the published tariff in force for original insurance, up to the face amount of such owner's policy.

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 in the applicable bracket.

A mortgage policy cannot be issued for an amount less than the full principal debt. A policy can, however, be issued for an amount up to 20% in excess of the debt to cover interest, foreclosure costs, etc.

#### (10) TITLE INSURANCE RATES FOR "SECOND MORTGAGES"

The rates for title insurance on second mortgage transactions will be the same as on first mortgage transactions.

#### (11) TITLE INSURANCE RISK RATES FOR SUBSTITUTION LOANS

When a substitution loan is made to the same borrower on the same property, the title to which was insured in connection with the original loan, the following rates will be charged for issuing the policy in connection with the new loan, provided the outstanding policy is presented and the Company is informed of the unpaid balance of the loan.

#### Age of Original Loan

Rates

2 years or under..... 20% of regular risk rates From 2 years to 3 years..... 30% of regular risk rates From 3 years to 4 years.... 40% of regular risk rates From 4 years to 5 years.... 50% of regular risk rates From 5 years to 10 years.... 60% of regular risk rates Over 10 years..... 100% of regular risk rates Minimum..... \$7.50

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 risk rates shall be added the regular risk 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.

# (12) JUNIOR LOAN POLICY WITH ACTIVATION ENDORSEMENT - (ORT Forms Nos. 3898 & 3899)

A Junior Loan Policy is available for use with second or other junior mortgages principally used to secure home equity lines or home improvement loans or loans in that nature. A Junior Loan Policy is available upon prior arrangement with customers usually in cases where a certificate number will be issued although that is not a requirement. Rates will be as follows:

#### Rate Charged

Zero up to \$100,000.00..... \$150.00 \$100,000.00 up to a maximum of \$200,000.00..... \$1/per thousand. This policy is available only for insurance after refinancing by Fannie Mae of a previously insured five to seven year balloon mortgage on the balloon payment date. It is issued after the refinance note and modification of the previously insured mortgage have been executed. It is available only with regard to one to four family residential properties. The charge will be \$150.00.

#### (14) MORTGAGE PRIORITY GUARANTEE (ORT Form Nos. 3610 & 3611)

This policy is issued only for refinances under the Federal Home Loan Mortgage Corporation Loss Mitigation Program or similar programs, and certain balloon mortgage refinances. It is limited to assurance of continued priority notwithstanding modification of the mortgage. The charge will be \$75.00.

#### (15) MASTER MORTGAGEE'S ABBREVIATED GUARANTEE AND CERTIFICATE (ORT Forms Nos. 4098 & 4099)

For guarantee amounts up to \$100,000.00 ..... \$100.00 For guarantee amounts over \$100,000.00 ..... \$125.00 Maximum policy amount \$200,000.00

#### (16) ALTA HOMEOWNER'S POLICY

This ALTA owner's policy gives additional coverages to owners in residential transactions. A charge of 10% above the applicable owner's policy rates is added.

#### (17) ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY OR ALTA SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY

This ALTA loan policy gives expanded coverage to lenders in residential loan transactions. A charge of 10% above the applicable loan policy rates is added due to the expanded coverages contained in the policy.

#### (18) MORTGAGE IMPAIRMENT PROTECTION INSURANCE POLICY (ORT 4113)

When this policy is issued to a lender, the premium that will apply as to each mortgage loan closed, reported, and to be insured by the policy is as follows:

Loan amounts up to \$100,000.00 .....\$50.00 \$100,000.01 up to and including \$250,000.00 ....\$65.00 \$250,000.01 up to and including \$500,000.00 .....\$125.00 Maximum loan amount \$500,000.00

#### (19) CONSTRUCTION LOAN PREMIUM (ORT FORM 405)

A Construction Loan Policy is issued to insure a construction mortgage. The policy will be available only for residential 1-4 family construction, and the premium for issuance will be \$25.00.

# **ENDORSEMENTS**

ORT FORM	DESCRIPTION OF USE	CHARGE
NO.	D-lland Land Maller Francisco de Constanti de Constante de	N. Change
ORT 3919	Balloon Loan Modification Endorsement for use with certain Federal Home Loan Mortgage Corporation mortgages which contain	No Charge
	a provision for modification and refinance on balloon due date.	
ORT 3746	<b>Reverse Annuity Mortgage Endorsement</b> . This endorsement is	No Charge
OKI 3740	similar to the HECM Reverse Annuity Mortgage Endorsement in	No Charge
	coverage and use. It contains slightly varied language and is used	
	where the reverse annuity mortgage does not involve and FHA-	
	insured-loan. Coverage of both endorsements is essentially the	
	same.	
ORT 3981	HECM Reverse Annuity Mortgage Endorsement. This	No Charge
0111 0701	endorsement provides certain special coverages in cases where a	ito charge
	mortgage policy is issued insuring a reverse annuity mortgage and	
	the mortgage is an FHA insured loan.	
ORT 4111	Shared Appreciation Endorsement. This endorsement is issued	No Charge
	with mortgages which contain shared appreciation provisions. It	C
	provides certain coverage against loss by reason of the loss of	
	priority or validity of the mortgage because of conclusion of the	
	mortgage or because of the operation of the shared interest	
	provisions.	
ORT 2385	Inflation Shield Endorsement. This endorsement is an inflation	No Charge
	shield endorsement.	
ORT 2552	Easement Exercise Endorsement CLTA 103.1 This endorsement	No Charge
	is used for damages, use of maintenance easements.	
ORT 2673	<u>Usury Endorsement.</u> This endorsement gives certain limited	\$150.00
	coverage against insured loan having a rate which is usurious.	
ORT 2695	HUD Liquidation Endorsement. This is a HUD Liquidation	No Charge
	Endorsement.	
ORT 2761	Easement Existing Encroachment CLTA 103.3. This	No Charge
	endorsement is used for removal of improvements.	
ORT 3423	ALTA Construction Loan Policy Endorsement A. This	No Charge
	endorsement is used after construction is complete to provide full	
	coverage for loss of priority.	
ORT 3712	Collateral Mortgage Endorsement. This endorsement is used for	No Charge
000000000	collateral mortgages.	
ORT 3716	Location Endorsement. CLTA 116.1. This endorsement is used	No Charge
0.0000 2720	when property described in policy is same as on survey.	
ORT 3720	Multiple Indebtedness Endorsement. This endorsement assures	No Charge
	an insured lender that its insured mortgage is not invalid or	
	unenforceable by reason of land being a division of land in violation	
ODT 2054	of the subdivision laws of the state in which the property is located.	No Chara
ORT 3854	<b>Subdivision Endorsement.</b> This endorsement assures and insured	No Charge
	lender that its insured mortgage is not invalid or unenforceable by	
	reason of land being a division of land in violation of the subdivision	
	laws of the state in which the property is located.	

# The following endorsements are available for the purposes and charges stated:

ORT 3861	Non-Imputation-New Stockholders of Owner. This	\$150.00
	endorsement is similar to ORT 3860 but refers to knowledge	
	of employees, officers, directors and shareholders.	
ORT 3863	<b>Doing Business Endorsement.</b> This endorsement insures a	No Charge
	lender from loss due to a final court decree prohibiting	_
	enforcement on the grounds that the loan violates the "doing	
	business" laws of the state in which the property is located.	
ORT 3864	Last Dollar Endorsement. This endorsement insures that	No Charge
	where insured amount is less than total debt the amount of	
	insurance will not be reduced by any reduction in the amount	
	of the total secured indebtedness (assumes on large debt	
	secured by multiple mortgages of land at different locations.	
ORT 3868	Additional Named Insured. This endorsement is used for	No Charge
	additional named insureds. (No charge if issued concurrently	
	with the policy.	
ORT 4100	Leasehold Valuation Endorsement. This endorsement	No Charge
	provides a formula for determining loss under certain	E E
	leasehold policies. It has limited use for one or two customers	
	but is available statewide to any leasehold policy.	
ORT 4102	<b>First Loss Endorsement.</b> This is a first loss endorsement.	No Charge
ORT 4118	TIRBOP-PA Fairway Endorsement Partnership-	No Charge
	<b>Owner/Lessee Policy Only.</b> This endorsement is used for a	
	fairway partnership on an owner's/lessee policy only.	
ORT 4205	<b>Commercial 8.1 Endorsement.</b> This endorsement is similar	No Charge
	to ALTA 8.1 environmental lien endorsement but is modified	
	to be used in commercial transactions.	
ORT 4206	Access Endorsement. This endorsement insures access to a	No Charge
	named public street.	
ORT 4207	Anti-Taint Endorsement. This endorsement insures that lien	No Charge
0111 1207	priority will not be affected due to reductions or increases of	i to charge
	the outstanding balance of the lien due to revolving credit	
	provisions in the note.	
ORT 4208	<b>Option Endorsement.</b> This endorsement is issued when the	No Charge
011 4200	interest insured is on a option to purchase.	ito charge
ORT 4209	Pending Disbursement Endorsement This endorsement is	No Charge
OKT 4207	issued in construction situations where all the mortgage funds	No charge
	have not yet been disbursed.	
ORT 4210	Recharacterization Endorsement.         This endorsement	\$25.00
UNI 7210	insures against loss or damage sustained by a court ruling that	φ23.00
	the relationship between the insured and the borrower is that	
	of partner of joint ventures rather than lender and borrower.	
ORT 4211	<b>Clogging Endorsement.</b> This endorsement insures that the	\$100.00
UNI <del>4</del> 211		φ100.00
	mortgage is not unenforceable due to clogging of the equity of	
	redemption.	

ORT 4212	Allocation of Liability Endorsement. This endorsement	No Charge
	allocates the liability of the company to different parcels of	
	land.	
ORT 4213	Access By Easement Endorsement. This endorsement	No Charge
	insures against loss or damage due to easement described as a	
	parcel to not providing the owner with ingress and egress to a	
	named public street.	
ORT 4214	Tie-In Endorsement. This endorsement lists other policies	No Charge
	issued in conjunction with the attached policy.	
ORT 4215	Seattle Endorsement. This endorsement insures that, in	\$50.00
	construing the exclusions from coverage in the policy, the	
	Insured will not be deemed to have created or agreed to a	
	defect, lien, or encumbrance due to its failure permitted under	
	the loan documents) to disburse the full amount of the loan or	
	because the loan proceeds are insufficient to complete	
	construction.	
ORT 4216	Tax Parcel-Identicality Endorsement. This endorsement	No Charge
	insures that no portion of the land lies with a tax parcel which	
	includes any other land.	
ORT 4217	Successor Insured Endorsement. This endorsement insures	No Charge
	that the term "insured "includes certain successors who	
	succeed in the interest of insured.	
ORT 4218	Same Land Mortgage Endorsement. This endorsement	No Charge
	insures that the land described in the mortgage is legally	
	identical with the land described in Schedule A of the policy	
	despite differences in the language in the two descriptions.	
ORT 4219	<b><u>Reciprocal Easement-Loan Policy Only.</u></b> This endorsement	No Charge
	insures that the insured easement will not be affected by	
	events affecting the underlying land out of which the easement	
	was carved or severed.	
ORT 4220	Pending Improvements Endorsement. This endorsement	No Change
	provides that liability under the policy shall increase as	
	contemplated improvements are made.	
ORT 4221	Maximum Actual Loss Endorsement. This endorsement	No Charge
	provides that the maximum actual loss under the policy shall	
	include all funds paid by the insured for the development of	
	the land.	

ORT 4222	Encroachment Forced Removal-Easements. This	No Charge
	endorsement insures against loss by reason of a court finding	
	denying the right of the insured to maintain improvements on	
	the land because they encroach onto easements located on the	
	land.	
ORT 4223	Encroachment (Onto Land) Endorsement. This	No Charge
	endorsement insures against loss by reason of a court finding	-
	denying the right of the insured to maintain improvements on	
	the land because they encroach onto adjoining land.	
ORT 4224	Collateral Assignment of Mortgage. This endorsement	No Charge
	contains several assurances related to the assignment of the	-
	beneficial interest under a deed of trust.	
ORT 4229	Tax Benefit Endorsement. This endorsement provides	No Charge
	certain coverage to the named limited partner in the Insured	-
	partnership in the event that the limited partner sustains a tax	
	benefit loss (regarding the low income housing tax credit) as	
	defined in the endorsement.	
ORT 4245	Contiguity-Single Parcel Endorsement. This ALTA 19.1	No Charge
	endorsement insures that the parcel of land described in	-
	Schedule A is contiguous to another parcel that is not insured	
	under the policy (but that is contiguous to the insured property	
	described in a document recorded in the public land records).	
ORT 4256	Foundation, Portion of Premises Endorsement. This CLTA	No Charge
	102.6 endorsement is to be used with a loan policy only and	-
	insures against loss or damage caused by either of the	
	following: (1) The failure of the foundation of the structure	
	under construction on the land as of the date hereof, being in	
	violation of the covenants, conditions or restrictions referred	
	to in Schedule B as of the date hereof.	
ORT 4261	Foundation Endorsement. This CLTA 102.5 endorsement	No Charge
	form is to be used with a loan policy only and insures against	-
	loss or damage caused by either of the following: (1) failure of	
	the foundation of the structure under construction on the land	
	to be within the boundary lines of the land as of the date	
	thereof; or (2) The location of the foundation as of the date	
	hereof, being in violation of the covenants, conditions or	
	restrictions referred to in Schedule B as of the date hereof; or	
	(3) The foundation encroaching as of the date hereof, onto any	
	of the easements referred to in Schedule B.	

ORT 4272	First Loss-Multiple Parcel Transactions Endorsement.	No Charge
	The ALTA 20 endorsement would be used where a lender is	0
	making a loan secured by multiple parcels of land, and where	
	Old Republic is insuring title to each parcel and the lien of the	
	mortgage or deed of trust which secures the payment of the	
	loan. The endorsement provides that, in the event of a claim	
	arising which involves on of the parcels, Old Republic will not	
	require the lender to accelerate the indebtedness before being	
	entitled to pursue a claim under the policy. In the event of a	
	claim, Old Republic will pay the amount by which any matter	
	covered by the policy for which as claim is made diminishes	
	the value of the collateral below the indebtedness.	
ORT 4286	Multiple Mortgages on One Policy Endorsement. This	No Charge
	CLTA 105 endorsement is to be used with an ALTA loan	
	policy. It modifies the policy to insure two mortgages	
	(running in favor of the same lender) on a single policy.	
ORT 4455	Commercial Environmental Protection Lien.	No Charge
	Substantively ALTA 8.2-06 identical to ORT Form 4205,	
	either endorsement may be issued if a proper search reveals	
	there is not an issue with providing the coverage.	
ORT 4456	<b><u>Utility Access.</u></b> Similar to ORT Form No. 4293, Utilities	No Charge
	Facilities Endorsement, but the LATA 17.2-06 is more	
	flexible in the number of utilities which can be covered and	
	the ability to limit the utilities covered.	
ORT 4457	<b>Doing Business.</b> This endorsement is similar in coverage to	No Charge
	ORT Form No. 3863, Doing Business Endorsement.	
ORT 4458	Same As Survey. Insures against loss or damage in the event	No Charge
	that the Land insured in the policy is not the same as that	
	delineated on a designated survey bearing a specific date.	
ORT 4459	Same As Portion of Survey. Indemnifies against loss or	No Charge
	damage in the event that the Land insured in the policy is not	
	the same as a designated portion of the land delineated on a	
	designated survey bearing a specific date.	
ORT 4460	Subdivision. Indemnifies in the event that the Land insured	No Charge
	under the policy was not lawfully created under state statutes	
	and local ordinances relating to the subdivision of land.	¢150.00
OR T 4461	<b>Usury.</b> Indemnifies in the event that the lien is invalid or	\$150.00
	unenforceable because the interest rate provided for in the loan	
000 4460	secured by the Insured Mortgage violates usury laws.	N. Cl
ORT 4462	Easement-Damage or Enforced Removal. Indemnifies	No Charge
	against loss resulting from damage to a Building located on	
	the land or any court order directing the removal or alteration of a building located on the land as a result of the rights	
	of a building located on the land as a result of the rights	
ORT 4463	granted in a specifically described easement.	No Charge
OKI 4403	<b>Co-Insurance Single Policy Endorsement</b> . This endorsement	No Charge
	deals with title policies which are co-insured by multiple underwriters.	
ORT 5105	Mortgage Priority, Partial Reconveyance. The CLTA	No Charge
OKI 5105	111.1-06 endorsement ensures mortgage priority in a partial	
	reconveyance situation.	

DESCRIPTION OF USE	CHARGE
ALTA 1-06 Street Assessment	No Charge
ALTA 2-06 Truth-In-Lending	No Charge
ALTA 3 Zoning Unimproved Land	\$100.00
ALTA 3.1 Zoning-Completed Structure	\$150.00
ALTA 3.2 Zoning-Land Under Development	No Charge
ALTA 3.3 Zoning-Completed Improvement-Non- Conforming Use	\$150.00
ALTA 3.4 Zoning-No Zoning Classification	\$150.00
ALTA 4 Condominium Assessments Priority	No Charge
ALTA 4.1 Condominium Current Assessments	No Charge
ALTA 5-06 Planned Unit Development	No Charge
ALTA 5.1-06 Planned Unit Development	No Charge
ALTA 6 Variable Rate Mortgage	No Charge
ALTA 6.2 Variable Rate-Negative Amortization	No Charge
ALTA 7-06 Nonimputation Manufactured Housing Unit	No Charge
ALTA 7.1 Manufactured Housing- Conversion:Loan	No Charge
ALTA 7.2 Manufactured Housing-Conversion: Owners	No Charge
ALTA 8.1 Environmental Protection Lien	No Charge
ALTA 8.2-06 Commercial Environmental Protection Lien	No Charge
ALTA 9-06 Restrictions, Encroachments, Minerals	No Charge
ALTA 9.1 Restrictions, Encroachments, Minerals- Owner's Policy-Unimproved Lands	No Charge
ALTA 9.1-06 Restrictions, Encroachments, Minerals- Owner's Policy-Unimproved Lands	No Charge
ALTA 9.2-06 Restrictions, Encroachments, Minerals- Owner's Policy-Improved Lands	No Charge
ALTA 9.3-06 Restrictions, Encroachments, Minerals	No Charge
ALTA 9.4-06 Restrictions, Encroachments, Minerals- Owner's Policy-Unimproved Lands	No Charge
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ALTA 9.8-06 Covenants, Conditions and Restrictions- Land under Development-Owner's Policy	No Charge
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ALTA 9.10-06 Restrictions, Encroachments, Minerals-Current Violations-Loan Policy	No Charge
ALTA 10 Assignment	No Charge
ALTA 10.1 Assignment & Date Down	\$100.00
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ALTA 11 Mortgage Modification	No Charge
ALTA 11.1 Mortgage Modification with Subordination	No Charge '
ALTA 11.2 Mortgage Modification with Additional Insurance	No Charge <sup>.</sup>
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ALTA 15.1-06 Non-Imputation-Partial Equity Transfer	No Charge
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ALTA 26 Subdivision	No Charge
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ALTA 28.1 Encroachments-Boundaries and Easements	No Charge

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ALTA 28.2-06 Encroachments-Boundaries	No Charge
and Easements-Described Improvements	No charge
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# **RATE MANUAL**

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

# Effective Date: July 02, 2021

**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 MODIFICAITON 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

### Bulk Centralized Refinance Rate (50 order minimum)

The Bulk Centralized Refinance Rate applies only to loan transactions which meet the following criteria:

- 1. The loan is not in excess of \$2,000,000
- 2. 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;
- 3. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment; and
- 4. The Preliminary Report or Commitment and policy are prepared using streamlined searching procedures allowing for the use of generic title exceptions for matters such as CC&R's, easements, minerals, mineral rights or survey matters.
- 5. The new policy coverage is ALTA in form (including an 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. No agent or underwritten title company may offer this rate unless expressly authorized in writing by Westcor Land Title Insurance Company management.
- 7. The lender or mortgage broker would have a required minimum of fifty (50) monthly title openings ordered through an Underwritten Title Company of Westcor Land Title Insurance Company to qualify for the below rate.

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
\$1,250,000 - \$1,500,000	\$1,020
\$1,500,000 - \$2,000,000	\$3,000

Rates include customarily issued endorsements.

# Bulk Centralized Refinance Rate (100 order minimum)

The Bulk Centralized Refinance Rate applies only to loan transactions which meet the following criteria:

- 1. The loan is not in excess of \$2,000,000.00
- 2. 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;
- 3. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment; and
- 4. The Preliminary Report or Commitment and policy are prepared using streamlined searching procedures allowing for the use of generic title exceptions for matters such as CC&R's, easements, minerals, mineral rights or survey matters.
- 5. The new policy coverage is ALTA in form (including an 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. No agent or underwritten title company may offer this rate unless expressly authorized in writing by Westcor Land Title Insurance Company management.
- 7. The lender or mortgage broker would have a required minimum of one hundred (100) monthly title openings ordered through an Underwritten Title Company of Westcor Land Title Insurance Company to qualify for the below rate.

LIABILITY AMOUNT	RATE
\$0 - \$250,000	\$340
\$250,001 - \$500,000	\$450
\$500,001 - \$750,000	\$570
\$750,001 - \$1,000,000	\$660
\$1,000,001 - \$1,250,000	\$770
\$1,250,000 - \$1,500,000	\$895
\$1,500,000 - \$2,000,000	\$1,050

Rates include customarily issued endorsements.

# Bulk Centralized Refinance Rate (200 order minimum)

The Bulk Centralized Refinance Rate applies only to loan transactions which meet the following criteria:

- 1. The loan is not in excess of \$2,000,000.00
- 2. 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;
- 3. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment; and
- 4. The Preliminary Report or Commitment and policy are prepared using streamlined searching procedures allowing for the use of generic title exceptions for matters such as CC&R's, easements, minerals, mineral rights or survey matters.
- 5. The new policy coverage is ALTA in form (including an 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. No agent or underwritten title company may offer this rate unless expressly authorized in writing by Westcor Land Title Insurance Company management.
- The lender or mortgage broker would have a required minimum of two hundred (200) monthly title openings ordered through an Underwritten Title Company of Westcor Land Title Insurance Company to qualify for the below rate.

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
\$1,250,000 - \$1,500,000	\$860
\$1,500,000 - \$2,000,000	\$1,050

Rates include customarily issued endorsements.

#### 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.



Residential

Policy Amounts		Owners	Ι	lenders	<b>Reissue*</b> (60% Filed Rate)
0 to 50,000	3.50	\$ 175.00	2.50	\$ 125.00	60%
50,001 to 100,000	3.50	\$ 175.00	2.50	\$ 125.00	60%
100,001 to 500,000	2.25	\$ 900.00	1.75	\$ 700.00	60%
500,001 to 1,000,000	2.00	\$ 1,000.00	1.50	\$ 750.00	60%
1,000,0001 to 5,000,000	2.00	\$ 8,000.00	1.50	\$ 6,000.00	60%
Over 5M	1.75		1.50		60%

#### Commercial

Policy Amounts		Owners		Lenders	<b>Reissue*</b> (60% Filed Rate)
0 to 50,000	3.50	\$ 175.00	2.50	\$ 125.00	60%
50,001 to 100,000	3.50	\$ 175.00	2.50	\$ 125.00	60%
100,001 to 500,000	2.00	\$ 800.00	1.75	\$ 700.00	60%
500,001 to 1,000,000	2.00	\$ 1,000.00	1.50	\$ 750.00	60%
1,000,0001 to 5,000,000	1.75	\$ 7,000.00	1.50	\$ 6,000.00	60%
Over 5M	1.75		1.50		60%

#### ALTA Residential Limited Coverage Mortgage Modification Policy

Risk Amount	Rate
Up to \$1,000,000	\$125
\$1,000,001-\$1,500,000	\$250
\$1,500,001-\$2,000,000	\$350
Over \$2,000,000	Additional \$100 per \$500,000 of liability

#### ANTIC Fees for Master Loan for HELOC and 2nd Loan Policies

 Certificates Up to \$100,000
 \$75.00

 Certificates \$100,001.00 to \$250,000
 \$90.00

 Certificates Over \$250,000
 Not Permitted

Fee Type	Fee Amount	Subject to Agents Commission
Policy Premium	Risk Rate (Above)	Yes
Minimum Premium	\$100.00	Yes
Simultaneous Issue Fee	\$10.00	Yes
Homeowners Policy Fee	\$100.00	Yes
Closing Protection Letter(s)	No Fee	N/A
Note round up policy lighility to the	near set the user of for nurnesses	of colculating promiums

Note - round up policy liability to the nearest thousand for purposes of calculating premiums

\*Reissue credit on qualifying transactions only. Must have evidence of prior owner's policy issued by an approved underwriter within 10 years of the insured transaction.

Agent\_\_\_\_ Principle\_\_\_\_



#### SIMPLIFIED REFINANCE RATE

The charge for a loan policy issued in connection with loan transactions meeting the criteria set forth in this section is as follows:

Amount	
(up to and including)	Rate
\$250,000	\$330
\$500,000	\$450
\$750,000	\$580
\$1,000,000	\$640
\$1,500,000	\$965
\$2,000,000	\$1,260
\$3,000,000	\$1,950
\$4,000,000	\$2,675
\$5,000,000	\$3,575
\$5,000,001+	\$3,575 plus the Residential Lenders or
	Reissue Rate applicable to the amount of insurance in excess of \$5,000,000.

Standard endorsement will be provided at no additional charge.

The charge set forth above applies only when:

- 1. The loan insured is secured by a mortgage or other security instrument on residential property; and
- 2. The loan insured is not a construction loan; and
- 3. The loan transaction order is opened electronically, and the commitment or preliminary report are delivered electronically; and
- 4. The policy is not issued concurrently with an owner's policy; and
- 5. The agent issuing the policy has the express authorization of Agents National Title Insurance Company to offer the Simplified Refinance Rate.

Agent\_\_\_\_\_

Principle\_



#### CENTRALIZED REFINANCE RATE

The charge for a loan policy issued in connection with loan transactions meeting the criteria set forth in this section is as follows:

#### No Monthly Order Minimum

Amount (up to and including)	Rate
\$250,000	\$365
\$500,000	\$555
\$750,000	\$685
\$1,000,000	\$855
\$1,500,000	\$1,305
\$2,000,000	\$1,705
\$3,000,000	\$2,805
\$4,000,000	\$3,405
\$5,000,000	\$4,105
\$5,000,001+	\$4,105 plus the Residential Lenders or Reissue
	Rate applicable to the amount of insurance in
	excess of \$5,000,000.

#### 100 or More Orders Per Month

Amount (up to and including)	Rate
\$250,000	\$345
\$500,000	\$495
\$750,000	\$595
\$1,000,000	\$720
\$1,500,000	\$1,020
\$2,000,000	\$1,520
\$3,000,000	\$2,520
\$4,000,000	\$3,060
\$5,000,000	\$3,690
\$5,000,001+	\$3,690 plus the Residential Lenders or Reissue
	Rate applicable to the amount of insurance in
	excess of \$5,000,000.



300 or More Orders Per Month

Amount (up to and including)	Rate
\$250,000	\$300
\$500,000	\$450
\$750,000	\$550
\$1,000,000	\$660
\$1,500,000	\$760
\$2,000,000	\$1,050
\$3,000,000	\$1,450
\$3,000,001+	\$1,450 plus the Residential Lenders or Reissue
	Rate applicable to the amount of insurance in
	excess of \$3,000,000.

Standard endorsement will be provided at no additional charge.

The charge set forth above applies only when:

- 1. The loan insured is secured by a mortgage or other security instrument on residential property; and
- 2. The loan insured is not a construction loan; and
- 3. The loan transaction order is opened electronically, and the commitment or preliminary report are delivered electronically; and
- 4. The policy is not issued concurrently with an owner's policy; and
- 5. The agent issuing the policy has the express authorization of Agents National Title Insurance Company to offer the Centralized Refinance Rate.

Agent\_\_\_\_\_

Principle\_



#### **ReSEARCH RATE**

The charge for a loan policy issued in connection with loan transactions meeting the criteria set forth in this section is as follows:

Amount (up to and including)	Rate
\$100,000	\$225
\$200,000	\$300
\$300,000	\$375
\$400,000	\$450
\$500,000	\$525
Over \$500,000	Additional \$75/One Hundred Thousand or Part Thereof

Standard endorsement will be provided at no additional charge.

The charge set forth above applies only when:

- 1. The loan is secured by residential property; and
- 2. The loan is a "qualified mortgage" as defined in 12 C.F.R. § 1026.43; and
- 3. The loan transaction order is opened electronically, and the commitment or preliminary report are delivered electronically; and
- 4. The loan complies with the company's underwriting standards concerning portfolio retention; and
- 5. The policy-issuing agent has the express authorization of Agents National Title Insurance Company to offer the ReSearch Rate.

Agent\_\_\_\_\_

Principle\_



*First American Title Insurance Company* 

# Kansas Schedule of Title Insurance Rates

May 1, 2020

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#### KANSAS

#### Schedule of Title Insurance Rates

#### Effective May 1, 2020

#### GENERAL INFORMATION

This Schedule of Title Insurance Rates (this "Schedule") shall not be construed as establishing or changing the rules and procedures pertaining to the practices followed by the Company. The Rates, Charges, and fees contained in this Schedule are applicable only to the products and services provided for herein directly by the Company and not by an agent on behalf of the Company.

This Schedule supersedes all previous rate schedules and filings.

## SECTION A DEFINITIONS

- <u>ALTA</u>: American Land Title Association.
- <u>Charge</u>: The dollar amount to be paid for a title insurance product or service.
- <u>Commercial</u>: Any property that is not Residential and any property that is part Residential and part Commercial.
- <u>Commitment</u>: An offer furnished in connection with an application for title insurance stating the requirements, terms, and conditions upon which the Company is willing to insure an interest in the subject property.
- <u>Company</u>: First American Title Insurance Company.
- <u>Construction Loan</u>: A loan for the purpose of construction of improvements or rehabilitation of improvements to the subject property.
- <u>EAGLE® Owner's Policy</u>: The Company's branded version of the ALTA Homeowner's Policy of Title Insurance.
- Loan Policy: A title insurance policy insuring a lender or assignee of a lender.
- <u>Non-EAGLE® Owner's Policy</u>: Any Owner's Policy other than an EAGLE® Owner's Policy.
- <u>Owner's Policy</u>: A title insurance policy insuring an owner, optionee, vendee, or lessee.
- <u>Rate</u>: The unit price per exposure unit used to determine the Charge.
- <u>Residential</u>: Improved one-to-four family residential property; property that is zoned for improvement for one-to-four family residential dwelling on a parcel of land not exceeding ten (10) acres; or vacant, platted lots in a subdivision zoned exclusively for one-to-four family residential dwellings.

• <u>Standard Exceptions</u>: Industry-standard generic exceptions, other than exceptions specific to a particular property or particular transaction, that are filed with the Insurance Commissioner.

#### SECTION B GENERAL PROVISIONS

#### B.1 COMPUTATION OF RATES AND CHARGES

All Rates and Charges for title insurance are to be computed in accordance with this Schedule. Rates and Charges specified herein shall be charged on title insurance contracted for on or after the effective date of the filing. All Rates and Charges contemplated by this Schedule shall be rounded up to the next dollar at each calculation except as otherwise expressly provided. Any reference to "per \$1,000 of liability" shall mean and include "per \$1,000 of liability and any portion thereof."

Whenever documents of any kind that impose liability on the Company are recorded in accordance with specific instructions, the Rates and Charges in accordance with this Schedule will accrue immediately upon closing or recording, whichever comes first. Any subsequent services rendered or insurance provided shall be additionally charged for in accordance with this Schedule.

#### B.2 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 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.

#### SECTION C ENTIRE STATE

## C.1 CENTRALIZED LOAN RATE

The Rate set forth in this section applies to the issuance of the ALTA Short Form Commitment, ALTA Short Form Expanded Coverage Residential Loan Policy (if this form is not offered in this state, issue the ALTA Short Form Residential Loan Policy), and includes the ALTA endorsements 4.0/4.1-06, 5.0/5.1-06, 6-06, 8.1-06, and 9.0/9.3/9.10-06. Additional fees may apply for additional endorsements (see endorsement appendix). This Rate is charged on a loan transaction that meets the criteria set forth below and is either (i) coordinated by one of the Company's centralized processing divisions (including First American Mortgage Solutions Group) or (ii) processed in a centralized production environment and coordinated by a multi-state policy issuing agent of the Company authorized in writing by the Company to use this Rate:

- 1. The loan proceeds are to be used for any purpose other than construction or the financing of the acquisition of the property in a concurrent purchase transaction;
- 2. The loan is secured by a deed of trust or mortgage on Residential property;

- 3. A short form Commitment and short form Loan Policy are issued and delivered electronically; and
- 4. The order is opened through a centralized point of entry or contact designated by the originating lender, and is processed using the Company's or multi-state policy issuing agent's electronic production system.

Amount of Insurance	Rate
Up to and including \$250,000	\$455
\$250,001 to \$500,000	\$585
\$500,001 to \$750,000	\$715
\$750,001 to \$1,000,000	\$845
\$1,000,001 to \$1,500,000	\$975
\$1,500,001 to \$2,000,000	\$1,040

The Rate for Loan Policies subject to this section is:

For each \$10,000 of liability above \$2,000,000, add \$4.

#### C.2 equiSMART MASTER LOAN PROGRAM

FACT Loan Policies issued under the equiSMART Master Loan Program are available for Residential equity line loan transactions for lenders participating in the Company's equiSMART Program at the Rates specified in this section.

Loan Amount	Rate
Up to and including \$100,000	\$120
\$100,001 to \$250,000	\$145
\$250,001 to \$500,000	\$210

#### C.3 COMMERCIAL TRANSACTIONS

Special title policy and endorsement Rate and escrow fee consideration will be given to transactions involving Commercial property subject to prior approval by the Company's Underwriting Department based on an analysis of prior insurance, the complexity of the transaction, the number and geographic location of the properties involved, the extent to which additional services are needed, costs, and the need for expedited service to meet transactional deadlines.

This section may only be applied to escrow fees when the amount of insurance in the policy is \$250,000 or greater and to title policy and endorsement Rates when the amount of insurance in the policy is \$500,000 or greater.

#### SECTION D

# JOHNSON COUNTY, LEAVENWORTH COUNTY, WYANDOTTE COUNTY, DOUGLAS COUNTY, AND MIAMI COUNTY

Except as set forth in Section C, the Rates, Charges, and fees set forth in Section D apply to all transactions involving property in Johnson County, Leavenworth County, Wyandotte County, Douglas County, and Miami County.

#### D.1 <u>OWNER'S INSURANCE</u>

(a) Owner's Policy Other Than Those Addressed in This Section

The Rate for an Owner's Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section D.6.

(b) Concurrent (Simultaneous-Issue) Leasehold Owner's Policy

When a leasehold Owner's Policy is issued concurrently with a fee Owner's Policy covering the same property, the Charge for the fee Owner's Policy is as set forth in Section D.6.

When the amount of insurance for the leasehold Owner's Policy is the same as or less than that for the fee Owner's Policy, the Charge is 30% of the Rate set forth in Section D.6, for the leasehold Owner's Policy covering a Residential property. For a Commercial property, the Charge is also 30% of the Rate set forth in Section D.6, subject to a minimum Charge of \$250. On the leasehold Owner's Policy, liability in excess of the amount of the fee Owner's Policy will be billed at the Rate in Section D.6 at the tier level of the excess liability.

(c) Conversion of an Insured Leasehold Estate to a Fee Estate –Commercial Only

When the owner of a leasehold estate insured by the Company acquires the fee estate encumbered by the lease, a new Owner's Policy may be issued to the same insured covering the fee estate on the same property for the following Rate:

For Commercial properties:

Time Between Date Of Leasehold Policy And Acquisition Of The Fee Estate	Rate
Less than one year	\$200
One to five years	\$500
More than five years	Section D.6 Rates

The Rates above apply when the amount of insurance for the new fee Owner's Policy is the same or less than the amount of insurance on the previously issued leasehold Owner's Policy. The Rate for leasehold Owner's Policy liability in excess of the amount of the fee Owner's Policy is the Rate in Section D.6 applicable at the tier level of the excess liability.

The new fee Owner's Policy must contain all of the Standard Exceptions as to matters after the date of policy on the previously issued leasehold Owner's Policy. All endorsements issued with the leasehold Owner's Policy may be reissued with the fee Owner's Policy as long as the coverage provided by the endorsements is limited to the Date of Policy on the previously issued leasehold Owner's Policy. In order

for this section to apply, no additional endorsements, other than those endorsements issued with the leasehold Owner's Policy, may be issued with the fee Owner's Policy. If the Insured requires additional endorsements, the rates for those endorsements shall be charged pursuant to Appendix A.

Not available for Residential properties.

(d) Builder/Developer Rate – Residential Only

The Rates for Non-EAGLE® Owner's Policies issued to builders and developers for Residential properties are as follows:

Amount of Insurance	Rate
Up to and including \$250,000	\$1.50 per \$1,000, subject to a minimum of \$150
\$250,000.01 to \$750,000	Add \$1 per \$1,000
\$750,000.01 to \$2,000,000	Add \$0.65 per \$1,000
Over \$2,000,000	Add \$0.80 per \$1,000

#### D.2 LENDER'S INSURANCE

(a) Loan Policy Other Than a Loan Policy Addressed in This Section

The Rate for a Loan Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section D.6.

(b) Concurrent (Simultaneous-Issue) Loan Policy

This section applies when a Loan Policy is issued concurrently with an Owner's Policy as part of the same transaction, and both the Loan Policy and Owner's Policy are written on the Company. The Charge for the Owner's Policy shall be calculated at the applicable Owner's Policy Rate and the Charge for the Loan Policy is as follows:

- 1. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 2. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section D.3(b) will apply).
- 3. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 4. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section D.3(b) will apply).

When a transaction involves more than one Loan Policy, the above Charges shall apply to the Loan Policy issued in the largest amount. The following Charges shall apply to the remaining concurrently issued Loan Policies:

- 5. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies is described as land in the Owner's Policy.
- 6. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section D.3(b) will apply).
- 7. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 8. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section D.3(b) will apply).

Residential	Commercial
	<ol> <li>Under \$5,000,000 amount of insurance - \$750; \$5,000,000 amount of insurance and over - \$1,000</li> <li>Under \$5,000,000 amount of insurance - \$750;</li> </ol>
1. \$300 2. \$300	<ul> <li>\$5,000,000 amount of insurance and over - \$1,000</li> <li>3. Under \$5,000,000 amount of insurance - \$750;</li> </ul>
<ol> <li>\$300 plus the Rate shown in Section D.6 at the tier level for the amount of insurance in excess of the Owner's Policy</li> </ol>	
<ul> <li>4. \$300 plus the Rate shown in Section D.6 at the tier level for the amount of insurance in excess of the Owner's Policy</li> <li>5. \$100 per additional Loan Policy</li> </ul>	
6. \$100 per additional Loan Policy	5. Under \$5,000,000 amount of insurance - \$750;
<ol> <li>\$100 per additional Loan Policy plus the Rate shown in Section D.6 at the tier level for the total amount of</li> </ol>	<ul> <li>\$5,000,000 amount of insurance and over - \$1,000</li> <li>6. Under \$5,000,000 amount of insurance - \$750;</li> <li>\$5,000,000 amount of insurance and over - \$1,000</li> </ul>
<ul> <li>insurance for all concurrent Loan</li> <li>Policies in excess of the Owner's Pol</li> <li>\$100 per additional Loan Policy plus</li> <li>the Rate shown in Section D.6 at the</li> <li>tier level for the total amount of</li> </ul>	<ul> <li>7. Under \$5,000,000 amount of insurance - \$750;</li> <li>\$5,000,000 amount of insurance and over- \$1,000;</li> <li>plus the Rate shown in Section D.6 at the tier level</li> </ul>
insurance for all concurrent Loan Policies in excess of the Owner's Pol	8. Under \$5,000,000 amount of insurance - \$750;

(c) Concurrent (Simultaneous-Issue) Leasehold Loan Policy – Commercial Only

When a leasehold Loan Policy is issued concurrently to the same insured with a fee Loan Policy covering the identical property and for an amount not exceeding the fee Loan Policy liability amount, the Charge for the leasehold Loan Policy for a Commercial property is \$750 if the amount of insurance is less than \$5,000,000 and \$1,000 if it is \$5,000,000 and over. This Rate is not available for a Residential property.

(d) Construction Loan – Residential Only

The Rate for a Loan Policy, insuring a loan with the primary purpose of construction or rehabilitation of improvements on the land, and containing all Standard Exceptions and no endorsements at the time of issuance of the Loan Policy and post-policy with the exception of the Record Matters Date Down Endorsement detailed below, is:

Amount of Insurance	Rate
Up to and including \$300,000	\$200
\$300,000.01 to \$500,000	Add \$100
\$500,000.01 to \$1,000,000	Add \$1.00 per \$1,000 on the amount over \$500,000

Amount of Insurance	Rate
Over \$1,000,000	Add \$0.50 per \$1,000 on the amount over \$1,000,000

The Charge for a Rundown and Record Matters Date Down Endorsement on a Construction Loan Policy:

Where the Company is disbursing construction funds pursuant to a Construction Loan escrow and disbursing agreement, there are no additional Charges for a periodic title rundown and date down endorsement to cover each disbursement. Where the Company is not disbursing the funds, however, the Charge for each title rundown and date down endorsement shall be the Charge set forth in Appendix A.

The Rates above are not available for Commercial properties.

(e) ALTA Residential Limited Coverage Mortgage Modification Policy

The Rate for an ALTA Residential Limited Coverage Mortgage Modification Policy shall be:

Amount of Insurance	Rate
Up to and including \$1,000,000	\$125
\$1,000,001 to \$1,500,000	\$250
\$1,500,001 to \$2,000,000	\$350

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

(f) ALTA Residential Limited Coverage Junior Loan Policy

For second or lessor priority mortgage loan transactions involving Residential properties, the Rate for an ALTA Residential Limited Coverage Junior Loan Policy is set forth below and applies to the face amount of such mortgage. This policy is unavailable for loan transactions in which the face amount of the mortgage exceeds \$300,000. Concurrent Rates do not apply.

Loan Amount	Rate
Up to and including \$75,000	\$125
\$75,001 to \$150,000	\$140
Over \$150,000	\$250

(g) Home Equity And Second Mortgage – Residential Only

For Residential properties, the Rate in Section D.6 applies to Loan Policies issued on home equity loans and second mortgage loans not concurrently issued with an Owner's Policy. Not applicable to Commercial properties.

## D.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charge

This Charge applies if the Company does the Out-of-County search, and the county at issue has a population of 10,000 or less as determined by the United States Census Bureau.

Residential	Commercial
\$200	\$200

## (b) Multiple Tract Charge

This section applies when the premises to be insured consist of multiple tracts coming from separate chains of title.

Residential	Commercial
\$250 per additional tract	\$250 per additional tract

#### (c) Commitment Production Charge

This section applies where an Owner's Policy or Loan Policy is contemplated within six months of the Commitment date. The Charge shall be credited toward the Charge due for any policy issued pursuant to the Commitment. If a policy is never issued, this Charge shall apply as the cancellation Charge.

Residential	Commercial
\$250	N/A

#### (d) Update Charge

This section applies to an amended Commitment reflecting newly revised requirements and/or exceptions.

Residential	Commercial
\$100	N/A

## (e) Cancellation Charge

Residential	Commercial
\$0, but see Section D.3(c) above	N/A

#### (f) Proforma Preparation Charge

Residential	Commercial
\$50	N/A

#### D.4 <u>GUARANTEES</u>

#### (a) CLTA Guarantee

The Charge for a CLTA Guarantee, Form Number 28 - Condition of Title, is as follows:

Residential	Commercial
\$250	\$250

#### (b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

Residential	Commercial
\$175	\$175

#### D.5 <u>ESCROW</u>

(a) Residential - Basic Escrow Fees

The fees below may be allocated by agreement between the seller and buyer.

1. Sale With New Loan

This section applies except where Section D.5(a)(4) below applies. The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries, and disbursements. Charges for FHA, VA, and similar government programs may be reduced as necessary due to program requirements. This applies when closing both seller and new loans.

Seller	Buyer	Total
\$225	\$355	\$580

2. Cash Sale

This section applies except where Section D.5(a)(4) below applies.

Seller	Buyer	Total
\$225	\$225	\$450

#### 3. Loan Only

This section applies except where Section D.5(b)(1) below applies. The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries and disbursements. Charges for FHA, VA and similar government programs may be reduced as necessary due to program requirements.

Seller	Buyer	Total
N/A	\$355	\$355

#### 4. New Construction

Transaction	Seller	Buyer	Total
Vacant Lot Closing: Lot sold by subdivision developer to builder for new home construction	\$0	\$75	\$75
New Home Sale: Builder to consumer - loan closing	\$0	\$355	\$355

Transaction	Seller	Buyer	Total
New Home Sale:	\$0	\$225	\$225
Builder to consumer - cash closing	ΨΟ	ΨΖΖΟ	ψΖΖΟ

#### 5. REO Fee

This section applies to sale of REOs.

Transaction	Seller	Buyer	Total
Closing fee to selling bank utilizing asset managers or electronic platform	\$400	See Section D.5(a)(1) or (2) above	Depends on buyer column
Closing fee to selling bank when the fee above does not apply	\$300	See Section D.5(a)(1) or (2) above	Depends on buyer column

#### 6. Short Sale

This section applies to transactions in which the seller has/is negotiating for a payoff that is less than that owed to one or more mortgage lienholders.

Transaction	Seller	Buyer	Total
Short Sale	\$400	See Section D.5(a)(1) or (2) above	Depends on buyer column

## 7. Exchange Closing or Funding

This section applies where buyer and seller exchange land, including all 1031 exchanges.

Transaction	Seller	Buyer	Total
Exchange Closing Or Funding	\$225	\$355	\$580

## 8. Assumption

Transaction	Seller	Buyer	Total
Assumption	\$225	\$355	\$580

#### 9. Owner Finance

This section applies to owner finance, excluding contract for deed/installment sale contracts.

Transaction	Seller	Buyer	Total
Owner Finance	\$300	\$300	\$600

10. Contract For Deed/Installment Sales Contracts

This fee is for closing only. Set-up fees for permanent escrow of deed and/or for periodic payments will be charged separately by the provider selected by the parties.

Transaction	Seller	Buyer	Total
Contract For Deed/	\$350	\$350	\$700
Installment Sales Contracts	<i>ф</i> 300	φ350	φ/00

## (b) Residential - Surcharges

The fees below may be allocated by agreement between the seller and buyer. These fees are in addition to the Basic Escrow Fees set forth in Section D.5(a) above.

#### 1. Second MTG/DOT/HELOC

This section applies when closed in conjunction with the closing of another loan.

Transaction	Seller	Buyer	Total
Second MTG/DOT/HELOC	N/A	\$200	\$200

## 2. For Sale By Owner Facilitation Fee

This section applies to transactions in which neither party is represented by an attorney or real estate broker in addition to the above buyer and seller closing fee.

Transaction	Seller	Buyer	Total
For Sale By Owner Facilitation Fee	\$350	N/A	\$350

## 3. After-Hours Closing

This section applies to closings or funding conducted after 6:00 p.m., on weekends or holidays for the convenience of the customer/lender.

Transaction	Seller	Buyer	Total
After-Hours Closing	\$200	\$200	Depends on the number of parties requesting after-hours service

## 4. Mobile Closing Fee

Transaction	Seller	Buyer	Total
Mobile Closing Fee	\$100	\$100	Depends on the number of parties requesting a mobile closing

#### 5. Grant Funds Processing Fee

The fees below are subject to program restrictions.

Transaction	Seller	Buyer	Total
Grant Funds Processing Fee	\$1,000	N/A	\$1,000

#### 6. Mobile Home or Manufactured Housing

In conjunction with a request for an ALTA 7.0. The Charge for the ALTA 7.0 is set forth in Appendix A.

Transaction	Seller	Buyer	Total
Mobile Home or Manufactured Housing	\$150	N/A	\$150

#### 7. Builder/Developer Surcharges

When the closing fees in Section D.5(a)(4) apply.

Transaction	Seller	Buyer	Total
Builder/Developer Surcharges	E-recording: \$2.25/doc Wire/courier delivery fee: \$20/each	E-recording: \$2.25/doc Wire/courier delivery fee: \$20/each (Vacant Lot Closing Only)	Depends on the number of E- recordings, deliveries, and wires

#### 8. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

Transaction	Seller	Buyer	Total
Excess Wire Fee / Courier Delivery Fee	\$20/each	\$20/each	Depends on the number of deliveries and wires

## 9. Mail Out Fee

When closing packages or deeds or other documents must be mailed out (or e-mailed) for signatures, this fee will apply for each physical address or e-mail address employed.

Transaction	Seller	Buyer	Total
Mail Out Fee	\$50/each	\$50/each	Depends on the number of physical addresses or e-mail addresses employed

(c) Residential - Miscellaneous Services

The fees below may be allocated by agreement between the seller and buyer.

1. Accommodation/Witness Closing

No settlement statement (HUD-1/CD) preparation or disbursement of funds.

Transaction	Seller	Buyer	Total
Accommodation/Witness Closing	\$125	\$200	\$325

#### 2. Prepare Settlement Statement (CD) with Disbursement

Transaction	Seller	Buyer	Total
Prepare Settlement Statement (CD) with	N/A	\$275	\$275
Disbursement		Ψ215	Ψ215

### 3. Prepare Settlement Statement (CD) without Disbursement

Transaction	Seller	Buyer	Total
Prepare Settlement Statement (CD) without Disbursement	N/A	\$250	\$250

## 4. Escrow For Lender Requirements

Transaction	Seller	Buyer	Total
Escrow For Lender Requirements	\$0	\$50	\$50

#### 5. Escrow For Completion

This section applies to new construction.

Transaction	Seller	Buyer	Total
Escrow For Completion	\$0	\$0	\$0

#### 6. Indemnity Deposit - Required for Title Issues

Transaction	Seller	Buyer	Total
Indemnity Deposit - Required for Title Issues	\$100	N/A	\$100

## 7. Document Preparation Fees (KS Only)

In connection with a title order. Fee per curative document, i.e., POA's or deeds in excess of one.

Transaction	Seller	Buyer	Total
Document Preparation Fees	N/A	N/A	\$100/document

#### 8. Closing Protection Letter - MO

Transaction	Seller	Buyer	Total
Closing Protection Letter - MO	\$25	\$25	\$50

#### 9. Closing Protection Letter - KS

Transaction	Seller	Buyer	Total
Closing Protection Letter - KS	\$0	\$0	\$0

### 10. Interest Bearing Account Set-Up Fee

Transaction	Seller	Buyer	Total
Interest Bearing Account Set-Up Fee	\$50	\$50	\$100

#### 11. Language Translator Service

This is the service fee for arranging and does not include translator's fee.

Transaction	Seller	Buyer	Total
Language Translator Service	\$0	\$0	\$0

#### 12. Document Redraw Fee

Additional Fee made in conjunction with any lender redraw fee.

Transaction	Seller	Buyer	Total
Document Redraw Fee	N/A	\$0	\$0

#### 13. Miscellaneous Bill Payment

The fee for additional checks for payment of bills not required to insure title is as follows:

Transaction	Seller	Buyer	Total
Miscellaneous Bill Payment	\$10/each	\$10/each	Varies depending on the number of bill payments

14. Construction Disbursing

1/2 of 1% of the Construction Loan, but not less than \$3,500; where the loan includes purchase money and/or refinance amounts, the Rate shall apply to that part intended to fund the construction, subject to the minimum Charge of \$3,500.

- (d) Commercial Basic Escrow Fees
  - 1. Sale

The fee includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds.

The fees below may be allocated by agreement between the parties. In the event of no agreement, buyer and seller will each pay half of the total fee.

Amount	Seller	Buyer	Total
Up to and including \$1,000,000	\$400	\$400	\$800

2. Refinance

The fee includes preparation of escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds. No sale is involved.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	\$400	\$400
\$500,000.01 to \$1,000,000	N/A	\$500	\$500

- (e) Commercial Miscellaneous Services
  - 1. Construction Disbursing

\$100 per draw assuming the following criteria are met:

- i. The face amount of the construction mortgage is \$500,000.00 or under,
- ii. there is only one general contractor for the entire project,
- iii. the Company receives a sworn statement with supporting materials for each draw, and
- iv. the Company is only disbursing funds to the general contractor or merely reviewing the draw packages to advance coverage.

For all transactions that do not meet the above criteria, please contact the Company for a quote.

## D.6 <u>RATES</u>

(a) Basic Residential Rate

Amount	Non-EAGLE® Owner's Policy	EAGLE® Owner's Policy	Loan Policy
\$50,000 or less	\$385.00	\$425.00	\$309.00
\$50,000.01 to \$60,000	\$400.00	\$442.50	\$309.00
\$60,000.01 to \$70,000	\$415.00	\$460.00	\$326.50
\$70,000.01 to \$80,000	\$430.00	\$477.50	\$344.00
\$80,000.01 to \$90,000	\$445.00	\$495.00	\$361.50
\$90,000.01 to \$100,000	\$460.00	\$512.50	\$379.00
\$100,000.01 to \$110,000	\$475.00	\$530.00	\$392.00
\$110,000.01 to \$120,000	\$490.00	\$547.50	\$405.00
\$120,000.01 to \$130,000	\$505.00	\$565.00	\$418.00
\$130,000.01 to \$140,000	\$518.00	\$582.00	\$430.50
\$140,000.01 to \$150,000	\$531.00	\$599.00	\$443.00
\$150,000.01 to \$160,000	\$544.00	\$616.00	\$455.50
\$160,000.01 to \$170,000	\$557.00	\$633.00	\$468.00
\$170,000.01 to \$180,000	\$570.00	\$650.00	\$480.50
\$180,000.01 to \$190,000	\$583.00	\$667.00	\$493.00
\$190,000.01 to \$200,000	\$596.00	\$684.00	\$505.50
\$200,000.01 to \$210,000	\$609.00	\$701.00	\$518.00
\$210,000.01 to \$220,000	\$622.00	\$718.00	\$530.50
\$220,000.01 to \$230,000	\$635.00	\$735.00	\$543.00
\$230,000.01 to \$240,000	\$648.00	\$752.00	\$555.50
\$240,000.01 to \$250,000	\$661.00	\$769.00	\$568.00
\$250,000.01 to \$275,000	\$688.50	\$804.00	\$599.25
\$275,000.01 to \$300,000	\$716.00	\$839.00	\$630.50
\$300,000.01 to \$325,000	\$743.50	\$874.00	\$661.75
\$325,000.01 to \$350,000	\$771.00	\$909.00	\$693.00
\$350,000.01 to \$375,000	\$798.50	\$944.00	\$724.25
\$375,000.01 to \$400,000	\$826.00	\$979.00	\$755.50
\$400,000.01 to \$425,000	\$853.50	\$1,014.00	\$786.75
\$425,000.01 to \$450,000	\$881.00	\$1,049.00	\$818.00
\$450,000.01 to \$475,000	\$908.50	\$1,084.00	\$849.25
\$475,000.01 to \$500,000	\$936.00	\$1,119.00	\$880.50
\$500,000.01 to \$525,000	\$963.50	\$1,154.00	\$895.50
\$525,000.01 to \$550,000	\$991.00	\$1,189.00	\$910.50
\$550,000.01 to \$575,000	\$1,018.50	\$1,224.00	\$925.50
\$575,000.01 to \$600,000	\$1,034.75	\$1,249.00	\$940.50
\$600,000.01 to \$625,000	\$1,051.00	\$1,274.00	\$955.50

Amount	Non-EAGLE® Owner's Policy	EAGLE® Owner's Policy	Loan Policy
\$625,000.01 to \$650,000	\$1,067.25	\$1,299.00	\$970.50
\$650,000.01 to \$675,000	\$1,083.50	\$1,324.00	\$985.50
\$675,000.01 to \$700,000	\$1,099.75	\$1,349.00	\$1,000.50
\$700,000.01 to \$725,000	\$1,116.00	\$1,374.00	\$1,015.50
\$725,000.01 to \$750,000	\$1,132.25	\$1,399.00	\$1,030.50
\$750,000.01 to \$800,000	\$1,164.75	\$1,449.00	\$1,055.50
\$800,000.01 to \$850,000	\$1,197.25	\$1,499.00	\$1,080.50
\$850,000.01 to \$900,000	\$1,229.75	\$1,549.00	\$1,105.50
\$900,000.01 to \$950,000	\$1,262.25	\$1,599.00	\$1,130.50
\$950,000.01 to \$1,000,000	\$1,294.75	\$1,649.00	\$1,155.50
\$1,000,000.01 to \$1,100,000	\$1,354.75	\$1,739.00	\$1,205.50
\$1,100,000.01 to \$1,200,000	\$1,414.75	\$1,829.00	\$1,255.50
\$1,200,000.01 to \$1,300,000	\$1,474.75	\$1,919.00	\$1,305.50
\$1,300,000.01 to \$1,400,000	\$1,534.75	\$2,009.00	\$1,355.50
\$1,400,000.01 to \$1,500,000	\$1,594.75	\$2,099.00	\$1,405.50
\$1,500,000.01 to \$1,600,000	\$1,654.75	\$2,189.00	\$1,455.50
\$1,600,000.01 to \$1,700,000	\$1,714.75	\$2,279.00	\$1,505.50
\$1,700,000.01 to \$1,800,000	\$1,774.75	\$2,369.00	\$1,555.50
\$1,800,000.01 to \$1,900,000	\$1,834.75	\$2,459.00	\$1,605.50
\$1,900,000.01 to \$2,000,000	\$1,894.75	\$2,549.00	\$1,655.50
\$2,000,000.01 to \$2,100,000	\$1,954.75	\$2,639.00	\$1,697.50
\$2,100,000.01 to \$2,200,000	\$2,014.75	\$2,729.00	\$1,739.50
\$2,200,000.01 to \$2,300,000	\$2,074.75	\$2,819.00	\$1,781.50
\$2,300,000.01 to \$2,400,000	\$2,134.75	\$2,909.00	\$1,823.50
\$2,400,000.01 to \$2,500,000	\$2,194.75	\$2,999.00	\$1,865.50
\$2,500,000.01 to \$2,600,000	\$2,254.75	\$3,089.00	\$1,907.50
\$2,600,000.01 to \$2,700,000	\$2,314.75	\$3,179.00	\$1,949.50
\$2,700,000.01 to \$2,800,000	\$2,374.75	\$3,269.00	\$1,991.50
\$2,800,000.01 to \$2,900,000	\$2,434.75	\$3,359.00	\$2,033.50
\$2,900,000.01 to \$3,000,000	\$2,494.75	\$3,449.00	\$2,075.50
\$3,000,000.01 to \$3,100,000	\$2,574.75	\$3,559.00	\$2,117.50
\$3,100,000.01 to \$3,200,000	\$2,654.75	\$3,669.00	\$2,159.50
\$3,200,000.01 to \$3,300,000	\$2,734.75	\$3,779.00	\$2,201.50
\$3,300,000.01 to \$3,400,000	\$2,814.75	\$3,889.00	\$2,243.50
\$3,400,000.01 to \$3,500,000	\$2,894.75	\$3,999.00	\$2,285.50
\$3,500,000.01 to \$3,600,000	\$2,974.75	\$4,109.00	\$2,327.50
\$3,600,000.01 to \$3,700,000	\$3,054.75	\$4,219.00	\$2,369.50
\$3,700,000.01 to \$3,800,000	\$3,134.75	\$4,329.00	\$2,411.50
\$3,800,000.01 to \$3,900,000	\$3,214.75	\$4,439.00	\$2,453.50
\$3,900,000.01 to \$4,000,000	\$3,294.75	\$4,549.00	\$2,495.50
\$4,000,000.01 to \$4,100,000	\$3,374.75	\$4,659.00	\$2,537.50

Amount	Non-EAGLE® Owner's Policy	EAGLE® Owner's Policy	Loan Policy
\$4,100,000.01 to \$4,200,000	\$3,454.75	\$4,769.00	\$2,579.50
\$4,200,000.01 to \$4,300,000	\$3,534.75	\$4,879.00	\$2,621.50
\$4,300,000.01 to \$4,400,000	\$3,614.75	\$4,989.00	\$2,663.50
\$4,400,000.01 to \$4,500,000	\$3,694.75	\$5,099.00	\$2,705.50
\$4,500,000.01 to \$4,600,000	\$3,774.75	\$5,209.00	\$2,747.50
\$4,600,000.01 to \$4,700,000	\$3,854.75	\$5,319.00	\$2,789.50
\$4,700,000.01 to \$4,800,000	\$3,934.75	\$5,429.00	\$2,831.50
\$4,800,000.01 to \$4,900,000	\$4,014.75	\$5,539.00	\$2,873.50
\$4,900,000.01 to \$5,000,000	\$4,094.75	\$5,649.00	\$2,915.50

(b) Basic Commercial Rate

Amount	Owner's Policy	Loan Policy
\$100,000 or less	\$710	\$710
\$100,000.01 to \$500,000	Add \$2 per \$1,000	Add \$2 per \$1,000
\$500,000.01 to \$1,000,000	Add \$1.60 per \$1,000	Add \$1.60 per \$1,000
\$1,000,000.01 to \$5,000,000	Add \$0.90 per \$1,000	Add \$0.90 per \$1,000
Over \$5,000,000	Add \$0.75 per \$1,000	Add \$0.75 per \$1,000

## SECTION E FINNEY COUNTY, FORD COUNTY, AND SEWARD COUNTY

Except as set forth in Section C, the Rates, Charges, and fees set forth in Section E apply to all transactions involving property in Finney, Ford, and Seward counties.

#### E.1 <u>OWNER'S INSURANCE</u>

(a) Owner's Policy Other Than Those Addressed in Another Section

The Rate for an Owner's Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section E.6.

(b) Short Term (Reissue) Rate

When a copy of a prior Owner's Policy issued five years prior to the order for a new Owner's Policy on the same property is delivered to the Company by or at the request of the insured prior to the closing of the transaction, the reissue Rate in Section E.6 (column 3) applies up to the amount of insurance of the prior Owner's Policy. The Non-EAGLE® Owner's Policy Section E.6 (column 1) or EAGLE® Owner's Policy Section E.6 (column 2) Rate applies to all amounts of insurance in excess of the prior Owner's Policy at the tier level for the excess liability.

(c) Concurrent (Simultaneous-Issue) Leasehold Owner's Policy

When a leasehold Owner's Policy is issued concurrently with a fee Owner's Policy covering the same property, the Charge for the fee Owner's Policy is as set forth in Section E.6.

When the amount of insurance for the leasehold Owner's Policy is the same as or less than that for the fee Owner's Policy, the Charge is 30% of the Rate set forth in Section E.6, for the leasehold Owner's Policy covering a Residential property. For a Commercial property, the Charge is also 30% of the Rate set forth in Section E.6, subject to a minimum Charge of \$250. On the leasehold Owner's Policy, liability in excess of the amount of the fee Owner's Policy will be billed at the Rate in Section E.6 at the tier level of the excess liability.

(d) Conversion of an Insured Leasehold Estate to a Fee Estate – Commercial Only

When the owner of a leasehold estate insured by the Company acquires the fee estate encumbered by the lease, a new Owner's Policy may be issued to the same insured covering the fee estate on the same property for the following Rate:

For Commercial properties:

Time Between Date Of Leasehold Policy And Acquisition Of The Fee Estate	Rate
Less than one year	\$200
One to five years	\$500
More than five years	Section E.6 Rates

The Rates above apply when the amount of insurance for the new fee Owner's Policy is the same or less than the amount of insurance on the previously issued leasehold Owner's Policy. The Rate for leasehold Owner's Policy liability in excess of the amount of the fee Owner's Policy is the Rate in Section E.6 applicable at the tier level of the excess liability.

The new fee Owner's Policy must contain all of the Standard Exceptions as to matters after the date of policy on the previously issued leasehold Owner's Policy. All endorsements issued with the leasehold Owner's Policy may be reissued with the fee Owner's Policy as long as the coverage provided by the endorsements is limited to the Date of Policy on the previously issued leasehold Owner's Policy. In order for this section to apply, no additional endorsements, other than those endorsements issued with the leasehold Owner's Policy. If the Insured requires additional endorsements, the rates for those endorsements shall be charged pursuant to Appendix A.

Not available for Residential properties.

#### E.2 LENDER'S INSURANCE

(a) Loan Policy Other Than a Loan Policy Addressed in Another Section

The Rate for a Loan Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section E.6.

(b) Concurrent (Simultaneous-Issue) Loan Policy

This section applies when a Loan Policy is issued concurrently with an Owner's Policy as part of the same transaction, and both the Loan Policy and Owner's Policy are written on the Company. The Charge for the Owner's Policy shall be calculated at the applicable Owner's Policy Rate and the Charge for the Loan Policy is as follows:

- 1. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 2. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section E.3(b) will apply).
- 3. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 4. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section E.3(b) will apply).

When a transaction involves more than one Loan Policy, the above Charges shall apply to the Loan Policy issued in the largest amount. The following Charges shall apply to the remaining concurrently issued Loan Policies:

- 5. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 6. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section E.3(b) will apply).
- 7. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 8. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section E.3(b) will apply).

## **Residential and Commercial**

1. \$125

- 2. \$225
- 3. \$125 plus the Rate shown in Section E.6 (column 4) at the tier level for the amount of insurance in excess of the Owner's Policy
- 4. \$225 plus the Rate shown in Section E.6 (column 4) at the tier level for the amount of insurance in excess of the Owner's Policy
- 5. \$125 per additional Loan Policy
- 6. \$225 per additional Loan Policy
- 7. \$125 per additional Loan Policy plus the Rate shown in Section E.6 (column 4) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
- 8. \$225 per additional Loan Policy plus the Rate shown in Section E.6 (column 4) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
  - (c) Concurrent (Simultaneous-Issue) Leasehold Loan Policy Commercial Only

When a leasehold Loan Policy is issued concurrently to the same insured with a fee Loan Policy covering the identical property and for an amount not exceeding the fee Loan Policy liability amount, the Charge for the leasehold Loan Policy for a Commercial property is \$125 if the amount of insurance is \$500,000 or less. This Rate is not available for a Residential property.

(d) Short Term (Reissue) Rate

When a copy of a prior Owner's Policy issued five years prior to the order for a new Loan Policy on the same property is delivered to the Company by or at the request of the insured prior to the closing of the transaction, the Charge the new Loan Policy (for Residential and Commercial properties) is calculated as follows: the Rate in Section E.6 (column 5) applies to amount of insurance up to the prior Owner's Policy amount and the Rate in Section E.6 (column 4) applies to any amount of insurance in excess thereto at the tier level for the excess liability.

(e) ALTA Residential Limited Coverage Mortgage Modification Policy

The Rate for an ALTA Residential Limited Coverage Mortgage Modification Policy shall be:

Amount of Insurance	Rate
Up to and including \$1,000,000	\$125
\$1,000,001 to \$1,500,000	\$250
\$1,500,001 to \$2,000,000	\$350

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

(f) ALTA Residential Limited Coverage Junior Loan Policy

For second or lessor priority mortgage loan transactions involving Residential properties, the Rate for an ALTA Residential Limited Coverage Junior Loan Policy is set forth below and applies to the face amount of such mortgage. This policy is unavailable for loan transactions in which the face amount of the mortgage exceeds \$300,000. Short Term (Reissue) or Concurrent Rates do not apply.

Loan Amount	Rate
Up to and including \$75,000	\$125
\$75,001 to \$150,000	\$140
Over \$150,000	\$250

(g) Home Equity And Second Mortgage - Residential Only

For Residential properties, the Rate in Section E.6 (column 4) applies to Loan Policies issued on home equity loans and second mortgage loans not concurrently issued with an Owner's Policy. Not applicable to Commercial properties.

#### E.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charges

This Charge applies if the Company does the Out-of-County search, and the county at issue has a population of 10,000 or less as determined by the United States Census Bureau.

Residential	Commercial
\$50	\$50

#### (b) Multiple Tract Charge

This section applies when the premises to be insured consist of multiple tracts coming from separate chains of title.

Residential	Commercial
\$150 per additional tract	\$150 per additional tract

## (c) Commitment Production Charge

This section applies where an Owner's Policy or Loan Policy is contemplated within six months of the Commitment date. The Charge shall be credited toward the Charge due for any policy issued pursuant to the Commitment. If a policy is never issued, this Charge shall apply as the cancellation Charge.

Residential	Commercial
\$210	\$350

#### (d) Update Charge

This section applies to an amended Commitment reflecting newly revised requirements and/or exceptions.

Residential	Commercial
\$50	\$50

#### (e) Cancellation Charge

Residential	Commercial
\$0, but see Section E.3(c) above	N/A

#### E.4 <u>GUARANTEES</u>

(a) CLTA Guarantee

The Charge for a CLTA Guarantee, Form Number 28 - Condition of Title, is as follows:

Residential	Commercial
\$210	\$350

#### (b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

Residential	Commercial
\$150	\$290

#### E.5 <u>ESCROW</u>

(a) Residential - Basic Escrow Fees

The fees below may be allocated by agreement between the seller and buyer.

1. Sale With New Loan

The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries, and disbursements. Charges for FHA, VA, and similar government programs may be reduced as necessary due to program requirements. This applies when closing both seller and new loans.

Seller	Buyer	Total
N/A	N/A	\$315

2. Cash Sale

Seller	Buyer	Total
N/A	N/A	\$225

3. Loan Only

This section applies except where Section E.5(c)(1) below applies. The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries and disbursements. Charges for FHA, VA and similar government programs may be reduced as necessary due to program requirements.

Seller	Buyer	Total
N/A	N/A	\$250

#### 4. Contract For Deed/Installment Sales Contracts

This fee is for closing only. Set-up fees for permanent escrow of deed and/or for periodic payments will be charged separately by the provider selected by the parties.

Transaction	Seller	Buyer	Total
Contract For Deed/	N/A	N/A	\$225
Installment Sales Contracts	N/A	IN/A	φΖΖΟ

- (b) Commercial Basic Escrow Fees
  - 1. Sale

The fee includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds.

The fees below may be allocated by agreement between the parties. In the event of no agreement, buyer and seller will each pay half of the total fee.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	N/A	\$275
\$500,000.01 to \$1,000,000	N/A	N/A	\$550

#### 2. Refinance

The fee includes preparation of escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds. No sale is involved.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	N/A	\$275
\$500,000.01 to \$1,000,000	N/A	N/A	\$550

(c) Residential And Commercial - Surcharges

The fees below may be allocated by agreement between the seller and buyer. These fees are in addition to the Basic Escrow Fees set forth in Sections E.5(a) and (b) above.

## 1. Second MTG/DOT/HELOC

This section applies when closed in conjunction with the closing of another loan.

Transaction	Seller	Buyer	Total
Second MTG/DOT/HELOC	N/A	N/A	\$125

2. For Sale By Owner Facilitation Fee

This section applies to transactions in which neither party is represented by an attorney or real estate broker in addition to the above buyer and seller closing fee.

Transaction	Seller	Buyer	Total
For Sale By Owner Facilitation Fee	N/A	N/A	\$50

#### 3. Short Sale

This section applies to transactions in which the seller has/is negotiating for a payoff that is less than that owed to one or more mortgage lienholders.

Transaction	Seller	Buyer	Total
Short Sale	\$50	N/A	\$50

#### 4. After-Hours Closing

This section applies to closings or funding conducted after 6:00 p.m., on weekends or holidays for the convenience of the customer/lender.

Transaction	Seller	Buyer	Total
After-Hours Closing	\$50	\$50	Depends on the number of parties requesting after-hours service

## 5. Direct Exchange Closing

This section applies to transactions in which the seller and buyer exchange land.

Transaction	Seller	Buyer	Total
Direct Exchange Closing	N/A	N/A	\$100

6. Mobile Home or Manufactured Housing

In conjunction with a request for an ALTA 7.0. The Charge for the ALTA 7.0 is set forth in Appendix A.

Transaction	Seller	Buyer	Total
Mobile Home or Manufactured Housing	N/A	N/A	\$50

7. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

Transaction	Seller	Buyer	Total
Excess Wire Fee / Courier Delivery Fee	\$20/each	\$20/each	Depends on the number of deliveries and wires

## 8. Mail Out Fee

When closing packages or deeds or other documents must be mailed out (or e-mailed) for signatures, this fee will apply for each physical address or e-mail address employed.

Transaction	Seller	Buyer	Total
Mail Out Fee	\$20/each	\$20/each	Depends on the number of physical addresses or e-mail addresses employed

#### (d) Residential And Commercial - Miscellaneous Services

The fees below may be allocated by agreement between the seller and buyer.

1. Accommodation/Witness Closing

No settlement statement (HUD-1/CD) or disbursement.

Transaction	Seller	Buyer	Total
Accommodation/Witness Closing	N/A	N/A	\$225

### 2. Prepare Settlement Statement (HUD-1/CD)

Transaction	Seller	Buyer	Total
Prepare Settlement Statement (HUD-1/CD)	N/A	N/A	\$225

3. Escrow For Lender Requirements

Transaction	Seller	Buyer	Total
Escrow For Lender Requirements	N/A	N/A	\$150

#### 4. Indemnity Deposit - Required for Title Issues

Transaction	Seller	Buyer	Total
Indemnity Deposit - Required for Title Issues	N/A	N/A	\$100

#### 5. Document Preparation Fees

In connection with a title order. Fee per curative document, i.e., POA's or deeds in excess of one.

Transaction	Seller	Buyer	Total
Document Preparation Fees	N/A	N/A	\$30/document

#### 6. Closing Protection Letter - KS

Transaction	Seller	Buyer	Total
Closing Protection Letter - KS	\$0	\$0	\$0

#### 7. Interest Bearing Account Set-Up Fee

Transaction	Seller	Buyer	Total
Interest Bearing Account Set-Up Fee	N/A	N/A	\$125

#### 8. Language Translator Service

This is the service fee for arranging and does not include translator's fee.

Transaction	Seller	Buyer	Total
Language Translator Service	N/A	N/A	\$50

#### 9. Miscellaneous Bill Payment

The fee for additional checks for payment of bills not required to insure title is as follows:

Transaction	Seller	Buyer	Total
Miscellaneous Bill Payment	\$10/each	\$10/each	Varies depending on the number of bill payments

10. Construction Disbursing

\$100 per draw assuming the follow criteria are met:

- i. the face amount of the construction mortgage is \$500,000.00 or under,
- ii. there is only one general contractor for the entire project,
- iii. the Company receives a sworn statement with supporting materials for each draw, and
- iv. the Company is only disbursing funds to the general contractor or merely reviewing the draw packages to advance coverage.

For all transactions that do not meet the above criteria, please contact the Company for a quote.

## E.6 <u>RATES</u>

		Column 1	Column 2	Column 3	Column 4	Column 5
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	OWNER'S	REISSUE OWNER'S POLICY	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$0.00	\$20,000.00	\$220.00	\$245.00	\$132.00	\$220.00	\$132.00
\$20,000.01	\$25,000.00	\$235.00	\$261.50	\$141.00	\$235.00	\$141.00
\$25,000.01	\$30,000.00	\$250.00	\$278.00	\$150.00	\$250.00	\$150.00
\$30,000.01	\$35,000.00	\$265.00	\$294.50	\$159.00	\$265.00	\$159.00
\$35,000.01	\$40,000.00	\$280.00	\$311.00	\$168.00	\$280.00	\$168.00
\$40,000.01	\$45,000.00	\$295.00	\$327.50	\$177.00	\$295.00	\$177.00
\$45,000.01	\$50,000.00	\$310.00	\$344.00	\$186.00	\$310.00	\$186.00
\$50,000.01	\$55,000.00	\$325.00	\$360.50	\$195.00	\$325.00	\$195.00
\$55,000.01	\$60,000.00	\$340.00	\$377.00	\$204.00	\$340.00	\$204.00
\$60,000.01	\$65,000.00	\$355.00	\$393.50	\$213.00	\$355.00	\$213.00
\$65,000.01	\$70,000.00	\$370.00	\$410.00	\$222.00	\$370.00	\$222.00
\$70,000.01	\$75,000.00	\$385.00	\$426.50	\$231.00	\$385.00	\$231.00
\$75,000.01	\$80,000.00	\$400.00	\$443.00	\$240.00	\$400.00	\$240.00
\$80,000.01	\$85,000.00	\$415.00	\$459.50	\$249.00	\$415.00	\$249.00
\$85,000.01	\$90,000.00	\$430.00	\$476.00	\$258.00	\$430.00	\$258.00
\$90,000.01	\$95,000.00	\$445.00	\$492.50	\$267.00	\$445.00	\$267.00
\$95,000.01	\$100,000.00	\$460.00	\$509.00	\$276.00	\$460.00	\$276.00
\$100,000.01	\$105,000.00	\$471.25	\$521.50	\$282.75	\$471.25	\$282.75
\$105,000.01	\$110,000.00	\$482.50	\$534.00	\$289.50	\$482.50	\$289.50
\$110,000.01	\$115,000.00	\$493.75	\$546.50	\$296.25	\$493.75	\$296.25
\$115,000.01	\$120,000.00	\$505.00	\$559.00	\$303.00	\$505.00	\$303.00
\$120,000.01	\$125,000.00	\$516.25	\$571.50	\$309.75	\$516.25	\$309.75
\$125,000.01	\$130,000.00	\$527.50	\$584.00	\$316.50	\$527.50	\$316.50
\$130,000.01	\$135,000.00	\$538.75	\$596.50	\$323.25	\$538.75	\$323.25
\$135,000.01	\$140,000.00	\$550.00	\$609.00	\$330.00	\$550.00	\$330.00
\$140,000.01	\$145,000.00	\$561.25	\$621.50	\$336.75	\$561.25	\$336.75
\$145,000.01	\$150,000.00	\$572.50	\$634.00	\$343.50	\$572.50	\$343.50
\$150,000.01	\$155,000.00	\$583.75	\$646.50	\$350.25	\$583.75	\$350.25
\$155,000.01	\$160,000.00	\$595.00	\$659.00	\$357.00	\$595.00	\$357.00
\$160,000.01	\$165,000.00	\$606.25	\$671.50	\$363.75	\$606.25	\$363.75
\$165,000.01	\$170,000.00	\$617.50	\$684.00	\$370.50	\$617.50	\$370.50
\$170,000.01	\$175,000.00	\$628.75	\$696.50	\$377.25	\$628.75	\$377.25
\$175,000.01	\$180,000.00	\$640.00	\$709.00	\$384.00	\$640.00	\$384.00
\$180,000.01	\$185,000.00	\$651.25	\$721.50	\$390.75	\$651.25	\$390.75
\$185,000.01	\$190,000.00	\$662.50	\$734.00	\$397.50	\$662.50	\$397.50
\$190,000.01	\$195,000.00	\$673.75	\$746.50	\$404.25	\$673.75	\$404.25

		Column 1	Column 2	Column 3	Column 4	Column 5
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	OWNER'S	REISSUE OWNER'S POLICY	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$195,000.01	\$200,000.00	\$685.00	\$759.00	\$411.00	\$685.00	\$411.00
\$200,000.01	\$205,000.00	\$696.25	\$771.50	\$417.75	\$696.25	\$417.75
\$205,000.01	\$210,000.00	\$707.50	\$784.00	\$424.50	\$707.50	\$424.50
\$210,000.01	\$215,000.00	\$718.75	\$796.50	\$431.25	\$718.75	\$431.25
\$215,000.01	\$220,000.00	\$730.00	\$809.00	\$438.00	\$730.00	\$438.00
\$220,000.01	\$225,000.00	\$741.25	\$821.50	\$444.75	\$741.25	\$444.75
\$225,000.01	\$230,000.00	\$752.50	\$834.00	\$451.50	\$752.50	\$451.50
\$230,000.01	\$235,000.00	\$763.75	\$846.50	\$458.25	\$763.75	\$458.25
\$235,000.01	\$240,000.00	\$775.00	\$859.00	\$465.00	\$775.00	\$465.00
\$240,000.01	\$245,000.00	\$786.25	\$871.50	\$471.75	\$786.25	\$471.75
\$245,000.01	\$250,000.00	\$797.50	\$884.00	\$478.50	\$797.50	\$478.50
\$250,000.01	\$260,000.00	\$820.00	\$909.00	\$492.00	\$820.00	\$492.00
\$260,000.01	\$270,000.00	\$842.50	\$934.00	\$505.50	\$842.50	\$505.50
\$270,000.01	\$280,000.00	\$865.00	\$959.00	\$519.00	\$865.00	\$519.00
\$280,000.01	\$290,000.00	\$887.50	\$984.00	\$532.50	\$887.50	\$532.50
\$290,000.01	\$300,000.00	\$910.00	\$1,009.00	\$546.00	\$910.00	\$546.00
\$300,000.01	\$310,000.00	\$932.50	\$1,034.00	\$559.50	\$932.50	\$559.50
\$310,000.01	\$320,000.00	\$955.00	\$1,059.00	\$573.00	\$955.00	\$573.00
\$320,000.01	\$330,000.00	\$977.50	\$1,084.00	\$586.50	\$977.50	\$586.50
\$330,000.01	\$340,000.00	\$1,000.00	\$1,109.00	\$600.00	\$1,000.00	\$600.00
\$340,000.01	\$350,000.00	\$1,022.50	\$1,134.00	\$613.50	\$1,022.50	\$613.50
\$350,000.01	\$360,000.00	\$1,045.00	\$1,159.00	\$627.00	\$1,045.00	\$627.00
\$360,000.01	\$370,000.00	\$1,067.50	\$1,184.00	\$640.50	\$1,067.50	\$640.50
\$370,000.01	\$380,000.00	\$1,090.00	\$1,209.00	\$654.00	\$1,090.00	\$654.00
\$380,000.01	\$390,000.00	\$1,112.50	\$1,234.00	\$667.50	\$1,112.50	\$667.50
\$390,000.01	\$400,000.00	\$1,135.00	\$1,259.00	\$681.00	\$1,135.00	\$681.00
\$400,000.01	\$410,000.00	\$1,157.50	\$1,284.00	\$694.50	\$1,157.50	\$694.50
\$410,000.01	\$420,000.00	\$1,180.00	\$1,309.00	\$708.00	\$1,180.00	\$708.00
\$420,000.01	\$430,000.00	\$1,202.50	\$1,334.00	\$721.50	\$1,202.50	\$721.50
\$430,000.01	\$440,000.00	\$1,225.00	\$1,359.00	\$735.00	\$1,225.00	\$735.00
\$440,000.01	\$450,000.00	\$1,247.50	\$1,384.00	\$748.50	\$1,247.50	\$748.50
\$450,000.01	\$460,000.00	\$1,270.00	\$1,409.00	\$762.00	\$1,270.00	\$762.00
\$460,000.01	\$470,000.00	\$1,292.50	\$1,434.00	\$775.50	\$1,292.50	\$775.50
\$470,000.01	\$480,000.00	\$1,315.00	\$1,459.00	\$789.00	\$1,315.00	\$789.00
\$480,000.01	\$490,000.00	\$1,337.50	\$1,484.00	\$802.50	\$1,337.50	\$802.50
\$490,000.01	\$500,000.00	\$1,360.00	\$1,509.00	\$816.00	\$1,360.00	\$816.00

		Column 1	Column 2	Column 3	Column 4	Column 5
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	OWNER'S	REISSUE OWNER'S POLICY	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$500,000.01	\$525,000.00	\$1,410.00	\$1,565.25	\$846.00	\$1,410.00	\$846.00
\$525,000.01	\$550,000.00	\$1,460.00	\$1,621.50	\$876.00	\$1,460.00	\$876.00
\$550,000.01	\$575,000.00	\$1,510.00	\$1,677.75	\$906.00	\$1,510.00	\$906.00
\$575,000.01	\$600,000.00	\$1,560.00	\$1,734.00	\$936.00	\$1,560.00	\$936.00
\$600,000.01	\$625,000.00	\$1,610.00	\$1,790.25	\$966.00	\$1,610.00	\$966.00
\$625,000.01	\$650,000.00	\$1,660.00	\$1,846.50	\$996.00	\$1,660.00	\$996.00
\$650,000.01	\$675,000.00	\$1,710.00	\$1,902.75	\$1,026.00	\$1,710.00	\$1,026.00
\$675,000.01	\$700,000.00	\$1,760.00	\$1,959.00	\$1,056.00	\$1,760.00	\$1,056.00
\$700,000.01	\$725,000.00	\$1,810.00	\$2,015.25	\$1,086.00	\$1,810.00	\$1,086.00
\$725,000.01	\$750,000.00	\$1,860.00	\$2,071.50	\$1,116.00	\$1,860.00	\$1,116.00
\$750,000.01	\$800,000.00	\$1,960.00	\$2,184.00	\$1,176.00	\$1,960.00	\$1,176.00
\$800,000.01	\$850,000.00	\$2,060.00	\$2,296.50	\$1,236.00	\$2,060.00	\$1,236.00
\$850,000.01	\$900,000.00	\$2,160.00	\$2,409.00	\$1,296.00	\$2,160.00	\$1,296.00
\$900,000.01	\$950,000.00	\$2,260.00	\$2,521.50	\$1,356.00	\$2,260.00	\$1,356.00
\$950,000.01	\$1,000,000.00	\$2,360.00	\$2,634.00	\$1,416.00	\$2,360.00	\$1,416.00
\$1,000,000.01	\$1,100,000.00	\$2,460.00	\$2,744.00	\$1,476.00	\$2,460.00	\$1,476.00
\$1,100,000.01	\$1,200,000.00	\$2,560.00	\$2,854.00	\$1,536.00	\$2,560.00	\$1,536.00
\$1,200,000.01	\$1,300,000.00	\$2,660.00	\$2,964.00	\$1,596.00	\$2,660.00	\$1,596.00
\$1,300,000.01	\$1,400,000.00	\$2,760.00	\$3,074.00	\$1,656.00	\$2,760.00	\$1,656.00
\$1,400,000.01	\$1,500,000.00	\$2,860.00	\$3,184.00	\$1,716.00	\$2,860.00	\$1,716.00
\$1,500,000.01	\$1,600,000.00	\$2,960.00	\$3,294.00	\$1,776.00	\$2,960.00	\$1,776.00
\$1,600,000.01	\$1,700,000.00	\$3,060.00	\$3,404.00	\$1,836.00	\$3,060.00	\$1,836.00
\$1,700,000.01	\$1,800,000.00	\$3,160.00	\$3,514.00	\$1,896.00	\$3,160.00	\$1,896.00
\$1,800,000.01	\$1,900,000.00	\$3,260.00	\$3,624.00	\$1,956.00	\$3,260.00	\$1,956.00
\$1,900,000.01	\$2,000,000.00	\$3,360.00	\$3,734.00	\$2,016.00	\$3,360.00	\$2,016.00
\$2,000,000.01	\$2,100,000.00	\$3,460.00	\$3,844.00	\$2,076.00	\$3,460.00	\$2,076.00
\$2,100,000.01	\$2,200,000.00	\$3,560.00	\$3,954.00	\$2,136.00	\$3,560.00	\$2,136.00
\$2,200,000.01	\$2,300,000.00	\$3,660.00	\$4,064.00	\$2,196.00	\$3,660.00	\$2,196.00
\$2,300,000.01	\$2,400,000.00	\$3,760.00	\$4,174.00	\$2,256.00	\$3,760.00	\$2,256.00
\$2,400,000.01	\$2,500,000.00	\$3,860.00	\$4,284.00	\$2,316.00	\$3,860.00	\$2,316.00
\$2,500,000.01	\$2,600,000.00	\$3,960.00	\$4,394.00	\$2,376.00	\$3,960.00	\$2,376.00
\$2,600,000.01	\$2,700,000.00	\$4,060.00	\$4,504.00	\$2,436.00	\$4,060.00	\$2,436.00
\$2,700,000.01	\$2,800,000.00	\$4,160.00	\$4,614.00	\$2,496.00	\$4,160.00	\$2,496.00
\$2,800,000.01	\$2,900,000.00	\$4,260.00	\$4,724.00	\$2,556.00	\$4,260.00	\$2,556.00
\$2,900,000.01	\$3,000,000.00	\$4,360.00	\$4,834.00	\$2,616.00	\$4,360.00	\$2,616.00
\$3,000,000.01	\$3,100,000.00	\$4,460.00	\$4,944.00	\$2,676.00	\$4,460.00	\$2,676.00

		Column 1	Column 2	Column 3	Column 4	Column 5
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	OWNER'S	REISSUE OWNER'S POLICY	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$3,100,000.01	\$3,200,000.00	\$4,560.00	\$5,054.00	\$2,736.00	\$4,560.00	\$2,736.00
\$3,200,000.01	\$3,300,000.00	\$4,660.00	\$5,164.00	\$2,796.00	\$4,660.00	\$2,796.00
\$3,300,000.01	\$3,400,000.00	\$4,760.00	\$5,274.00	\$2,856.00	\$4,760.00	\$2,856.00
\$3,400,000.01	\$3,500,000.00	\$4,860.00	\$5,384.00	\$2,916.00	\$4,860.00	\$2,916.00
\$3,500,000.01	\$3,600,000.00	\$4,960.00	\$5,494.00	\$2,976.00	\$4,960.00	\$2,976.00
\$3,600,000.01	\$3,700,000.00	\$5,060.00	\$5,604.00	\$3,036.00	\$5,060.00	\$3,036.00
\$3,700,000.01	\$3,800,000.00	\$5,160.00	\$5,714.00	\$3,096.00	\$5,160.00	\$3,096.00
\$3,800,000.01	\$3,900,000.00	\$5,260.00	\$5,824.00	\$3,156.00	\$5,260.00	\$3,156.00
\$3,900,000.01	\$4,000,000.00	\$5,360.00	\$5,934.00	\$3,216.00	\$5,360.00	\$3,216.00
\$4,000,000.01	\$4,100,000.00	\$5,460.00	\$6,044.00	\$3,276.00	\$5,460.00	\$3,276.00
\$4,100,000.01	\$4,200,000.00	\$5,560.00	\$6,154.00	\$3,336.00	\$5,560.00	\$3,336.00
\$4,200,000.01	\$4,300,000.00	\$5,660.00	\$6,264.00	\$3,396.00	\$5,660.00	\$3,396.00
\$4,300,000.01	\$4,400,000.00	\$5,760.00	\$6,374.00	\$3,456.00	\$5,760.00	\$3,456.00
\$4,400,000.01	\$4,500,000.00	\$5,860.00	\$6,484.00	\$3,516.00	\$5,860.00	\$3,516.00
\$4,500,000.01	\$4,600,000.00	\$5,960.00	\$6,594.00	\$3,576.00	\$5,960.00	\$3,576.00
\$4,600,000.01	\$4,700,000.00	\$6,060.00	\$6,704.00	\$3,636.00	\$6,060.00	\$3,636.00
\$4,700,000.01	\$4,800,000.00	\$6,160.00	\$6,814.00	\$3,696.00	\$6,160.00	\$3,696.00
\$4,800,000.01	\$4,900,000.00	\$6,260.00	\$6,924.00	\$3,756.00	\$6,260.00	\$3,756.00
\$4,900,000.01	\$5,000,000.00	\$6,360.00	\$7,034.00	\$3,816.00	\$6,360.00	\$3,816.00

## SECTION F BARTON COUNTY, ELLIS COUNTY, AND RICE COUNTY

Except as set forth in Section C, the Rates, Charges, and fees set forth in Section F apply to all transactions involving property in Barton County, Ellis County, and Rice County.

#### F.1 OWNER'S INSURANCE

(a) Owner's Policy Other Than Those Addressed in this Section

The Rate for an Owner's Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section F.6.

(b) Concurrent (Simultaneous-Issue) Leasehold Owner's Policy

When a leasehold Owner's Policy is issued concurrently with a fee Owner's Policy covering the same property, the Charge for the fee Owner's Policy is as set forth in Section F.6.

When the amount of insurance for the leasehold Owner's Policy is the same as or less than that for the fee Owner's Policy, the Charge is 30% of the Rate set forth in Section F.6, for the leasehold Owner's

Policy covering a Residential property. For a Commercial property, the Charge is also 30% of the Rate set forth in Section F.6, subject to a minimum Charge of \$250. On the leasehold Owner's Policy, liability in excess of the amount of the fee Owner's Policy will be billed at the Rate in Section F.6 at the tier level of the excess liability.

(c) Conversion of an Insured Leasehold Estate to a Fee Estate - Commercial Only

When the owner of a leasehold estate insured by the Company acquires the fee estate encumbered by the lease, a new Owner's Policy may be issued to the same insured covering the fee estate on the same property for the following Rate:

For Commercial properties:

Time Between Date Of Leasehold Policy And Acquisition Of The Fee Estate	Rate
Less than one year	\$200
One to five years	\$500
More than five years	Section F.6 Rates

The Rates above apply when the amount of insurance for the new fee Owner's Policy is the same or less than the amount of insurance on the previously issued leasehold Owner's Policy. The Rate for leasehold Owner's Policy liability in excess of the amount of the fee Owner's Policy is the Rate in Section E.6 applicable at the tier level of the excess liability.

The new fee Owner's Policy must contain all of the Standard Exceptions as to matters after the date of policy on the previously issued leasehold Owner's Policy. All endorsements issued with the leasehold Owner's Policy may be reissued with the fee Owner's Policy as long as the coverage provided by the endorsements is limited to the Date of Policy on the previously issued leasehold Owner's Policy. In order for this section to apply, no additional endorsements, other than those endorsements issued with the leasehold Owner's Policy. If the Insured requires additional endorsements, the rates for those endorsements shall be charged pursuant to Appendix A.

Not available for Residential properties.

## F.2 LENDER'S INSURANCE

(a) Loan Policy Other Than a Loan Policy Addressed in This Section

The Rate for a Loan Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section F.6.

(b) Concurrent (Simultaneous-Issue) Loan Policy

This section applies when a Loan Policy is issued concurrently with an Owner's Policy as part of the same transaction, and both the Loan Policy and Owner's Policy are written on the Company. The Charge for the Owner's Policy shall be calculated at the applicable Owner's Policy Rate and the Charge for the Loan Policy is as follows:

- 1. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 2. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section F.3(b) will apply).
- 3. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 4. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section F.3(b) will apply).

When a transaction involves more than one Loan Policy, the above Charges shall apply to the Loan Policy issued in the largest amount. The following Charges shall apply to the remaining concurrently issued Loan Policies:

- 5. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 6. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section F.3(b) will apply).
- 7. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies is described as land in the Owner's Policy.
- 8. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section F.3(b) will apply).

#### Residential

#### 1. \$125

- 2. \$225
- 3. \$125 plus the Rate shown in Section F.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
- 4. \$225 plus the Rate shown in Section F.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
- 5. \$125 per additional Loan Policy
- 6. \$225 per additional Loan Policy
- 7. \$125 per additional Loan Policy plus the Rate shown in Section F.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
- 8. \$225 per additional Loan Policy plus the Rate shown in Section F.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
  - (c) Concurrent (Simultaneous-Issue) Leasehold Loan Policy Commercial Only

When a leasehold Loan Policy is issued concurrently to the same insured with a fee Loan Policy covering the identical property and for an amount not exceeding the fee Loan Policy liability amount, the Charge for the leasehold Loan Policy for a Commercial property is \$125 if the amount of insurance is \$500,000 or less. This Rate is not available for a Residential property.

(d) ALTA Residential Limited Coverage Mortgage Modification Policy

The Rate for an ALTA Residential Limited Coverage Mortgage Modification Policy shall be:

Amount of Insurance	Rate
Up to and including \$1,000,000	\$125
\$1,000,001 to \$1,500,000	\$250
\$1,500,001 to \$2,000,000	\$350

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

(e) ALTA Residential Limited Coverage Junior Loan Policy

For second or lessor priority mortgage loan transactions involving Residential properties, the Rate for an ALTA Residential Limited Coverage Junior Loan Policy is set forth below and applies to the face amount of such mortgage. This policy is unavailable for loan transactions in which the face amount of the mortgage exceeds \$300,000. Concurrent Rates do not apply.

Loan Amount	Rate
Up to and including \$75,000	\$125
\$75,001 to \$150,000	\$140
Over \$150,000	\$250

(f) Home Equity And Second Mortgage - Residential Only

For Residential properties, the Rate in Section F.6 applies to Loan Policies issued on home equity loans and second mortgage loans not concurrently issued with an Owner's Policy. Not applicable to Commercial properties.

#### F.3 ADDITIONAL TITLE CHARGES

#### (a) Out-of-County Search Charge

This Charge applies if the Company does the Out-of-County search, and the county at issue has a population of 10,000 or less as determined by the United States Census Bureau.

Residential	Commercial
\$50	\$50

#### (b) Multiple Tract Charge

This section applies when the premises to be insured consist of multiple tracts coming from separate chains of title.

Residential	Commercial
\$100 per additional tract	\$100 per additional tract

#### (c) Commitment Production Charge

This section applies where an Owner's Policy or Loan Policy is contemplated within six months of the Commitment date. The Charge shall be credited toward the Charge due for any policy issued pursuant to the Commitment. If a policy is never issued, this Charge shall apply as the cancellation Charge.

Residential	Commercial
\$250	\$300

#### (d) Update Charge

This section applies to an amended Commitment reflecting newly revised requirements and/or exceptions.

Residential	Commercial
\$50	\$50

#### (e) Cancellation Charge

Residential	Commercial
\$75, but see Section F.3(c) above	N/A

### F.4 <u>GUARANTEES</u>

(a) CLTA Guarantee

The Charge for a CLTA Guarantee, Form Number 28 - Condition of Title, is as follows:

Residential	Commercial
\$250	\$300

#### (b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

Residential	Commercial
\$100	\$200

### F.5 <u>ESCROW</u>

(a) Residential - Basic Escrow Fees

The fees below may be allocated by agreement between the seller and buyer.

1. Sale With New Loan

The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries, and disbursements. Charges for FHA, VA, and similar government programs may be reduced as necessary due to program requirements. This applies when closing both seller and new loans.

Seller	Buyer	Total
N/A	N/A	\$400

2. Cash Sale

Seller	Buyer	Total
N/A	\$300	\$300

3. Loan Only

This section applies except where Section F.5(b)(1) below applies. The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries and disbursements. Charges for FHA, VA and similar government programs may be reduced as necessary due to program requirements.

Seller	Buyer	Total
N/A	\$400	\$400

4. Owner Finance

This section applies to owner finance, including contract for deed/installment sale contracts.

Transaction	Seller	Buyer	Total
Owner Finance	N/A	\$300	\$300

### (b) Residential - Surcharges

The fees below may be allocated by agreement between the seller and buyer. These fees are in addition to the Basic Escrow Fees set forth in Section F.5(a) above.

### 1. Second MTG/DOT/HELOC

This section applies when closed in conjunction with the closing of another loan.

Transaction	Seller	Buyer	Total
Second MTG/DOT/HELOC	N/A	\$175	\$175

### 2. For Sale By Owner Facilitation Fee

This section applies to transactions in which neither party is represented by an attorney or real estate broker in addition to the above buyer and seller closing fee.

Transaction	Seller	Buyer	Total
For Sale By Owner Facilitation Fee	N/A	N/A	\$100

### 3. Short Sale

This section applies to transactions in which the seller has/is negotiating for a payoff that is less than that owed to one or more mortgage lienholders.

Transaction	Seller	Buyer	Total
Short Sale	\$100	N/A	\$100

### 4. Direct Exchange Closing

This section applies to transactions in which the seller and buyer exchange land.

Transaction	Seller	Buyer	Total
Direct Exchange Closing	N/A	N/A	\$125

# 5. Mobile Home or Manufactured Housing

In conjunction with a request for an ALTA 7.0. The Charge for the ALTA 7.0 is set forth in Appendix A.

Transaction	Seller	Buyer	Total
Mobile Home or Manufactured Housing	N/A	N/A	\$50

# 6. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

Transaction	Seller	Buyer	Total
Excess Wire Fee / Courier Delivery Fee	\$20/each	\$20/each	Depends on the number of deliveries and wires

# 7. Mail Out Fee

When closing packages or deeds or other documents must be mailed out (or e-mailed) for signatures, this fee will apply for each physical address or e-mail address employed.

Transaction	Seller	Buyer	Total
Mail Out Fee	\$20/each	\$20/each	Depends on the number of physical addresses or e-mail addresses employed

### (c) Residential - Miscellaneous Services

The fees below may be allocated by agreement between the seller and buyer.

1. Accommodation/Witness Closing

No settlement statement (HUD-1/CD) or disbursement.

Transaction	Seller	Buyer	Total
Accommodation/Witness Closing	\$150	\$200	\$350

# 2. Escrow For Lender Requirements

Transaction	Seller	Buyer	Total
Escrow For Lender Requirements	N/A	N/A	\$50

3. Indemnity Deposit - Required for Title Issues

Transaction	Seller	Buyer	Total
Indemnity Deposit - Required for Title Issues	N/A	N/A	\$50

# 4. Document Preparation Fees

In connection with a title order. Fee per curative document, i.e., POA's or deeds in excess of one.

Transaction	Seller	Buyer	Total
Document Preparation Fees	N/A	N/A	\$25/document

# 5. Closing Protection Letter - KS

Transaction	Seller	Buyer	Total
Closing Protection Letter - KS	\$0	\$0	\$0

### 6. Miscellaneous Bill Payment

The fee for additional checks for payment of bills not required to insure title is as follows:

Transaction	Seller	Buyer	Total
Miscellaneous Bill Payment	\$10/each	\$10/each	Varies depending on the number of bill payments

(d) Commercial - Basic Escrow Fees

1. Sale

The fee includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds.

The fees below may be allocated by agreement between the parties. In the event of no agreement, buyer and seller will each pay half of the total fee.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	N/A	\$400
\$500,000.01 to \$1,000,000	N/A	N/A	\$600

### 2. Refinance

The fee includes preparation of escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds. No sale is involved.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	N/A	\$400
\$500,000.01 to \$1,000,000	N/A	N/A	\$500

(e) Commercial - Miscellaneous Services

1. Construction Disbursing

\$100 per draw assuming the following criteria are met:

i. the face amount of the construction mortgage is \$500,000.00 or under,

- ii. there is only one general contractor for the entire project,
- iii. the Company receives a sworn statement with supporting materials for each draw, and
- iv. the Company is only disbursing funds to the general contractor or merely reviewing the draw packages to advance coverage.

For all transactions that do not meet the above criteria, please contact the Company for a quote.

### F.6 <u>RATES</u>

		Column 1	Column 2	Column 3
	<b>.</b>		EAGLE® OWNER'S	
	Maximum Amount	Rates	POLICY Rates	Rates
\$0.00	\$20,000.00	\$240.00	\$265.00	\$220.00
\$20,000.01	\$25,000.00	\$257.50	\$284.25	\$232.50
\$25,000.01	\$30,000.00	\$275.00	\$303.50	\$245.00
\$30,000.01	\$35,000.00	\$292.50	\$322.75	\$257.50
\$35,000.01	\$40,000.00	\$310.00	\$342.00	\$270.00
\$40,000.01	\$45,000.00	\$325.00	\$358.50	\$280.00
\$45,000.01	\$50,000.00	\$340.00	\$375.00	\$290.00
\$50,000.01	\$55,000.00	\$355.00	\$391.50	\$300.00
\$55,000.01	\$60,000.00	\$370.00	\$408.00	\$310.00
\$60,000.01	\$65,000.00	\$385.00	\$424.50	\$320.00
\$65,000.01	\$70,000.00	\$400.00	\$441.00	\$330.00
\$70,000.01	\$75,000.00	\$415.00	\$457.50	\$340.00
\$75,000.01	\$80,000.00	\$430.00	\$474.00	\$350.00
\$80,000.01	\$85,000.00	\$445.00	\$490.50	\$360.00
\$85,000.01	\$90,000.00	\$460.00	\$507.00	\$370.00
\$90,000.01	\$95,000.00	\$472.50	\$520.75	\$380.00
\$95,000.01	\$100,000.00	\$485.00	\$534.50	\$390.00
\$100,000.01	\$105,000.00	\$497.50	\$548.25	\$400.00
\$105,000.01	\$110,000.00	\$510.00	\$562.00	\$410.00
\$110,000.01	\$115,000.00	\$522.50	\$575.75	\$420.00
\$115,000.01	\$120,000.00	\$535.00	\$589.50	\$430.00
\$120,000.01	\$125,000.00	\$545.00	\$600.75	\$440.00
\$125,000.01	\$130,000.00	\$555.00	\$612.00	\$450.00
\$130,000.01	\$135,000.00	\$565.00	\$623.25	\$460.00
\$135,000.01	\$140,000.00	\$575.00	\$634.50	\$470.00
\$140,000.01	\$145,000.00	\$585.00	\$645.75	\$480.00
\$145,000.01	\$150,000.00	\$595.00	\$657.00	\$490.00
\$150,000.01	\$155,000.00	\$605.00	\$668.25	\$500.00
\$155,000.01	\$160,000.00	\$615.00	\$679.50	\$510.00
\$160,000.01	\$165,000.00	\$625.00	\$690.75	\$520.00

		Column 1	Column 2	Column 3
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	LOAN POLICY Rates
\$165,000.01	\$170,000.00	\$635.00	\$702.00	\$530.00
\$170,000.01	\$175,000.00	\$645.00	\$713.25	\$540.00
\$175,000.01	\$180,000.00	\$655.00	\$724.50	\$550.00
\$180,000.01	\$185,000.00	\$665.00	\$735.75	\$557.50
\$185,000.01	\$190,000.00	\$675.00	\$747.00	\$565.00
\$190,000.01	\$195,000.00	\$685.00	\$758.25	\$572.50
\$195,000.01	\$200,000.00	\$695.00	\$769.50	\$580.00
\$200,000.01	\$205,000.00	\$705.00	\$780.75	\$587.50
\$205,000.01	\$210,000.00	\$715.00	\$792.00	\$595.00
\$210,000.01	\$215,000.00	\$725.00	\$803.25	\$602.50
\$215,000.01	\$220,000.00	\$735.00	\$814.50	\$610.00
\$220,000.01	\$225,000.00	\$745.00	\$825.75	\$617.50
\$225,000.01	\$230,000.00	\$755.00	\$837.00	\$625.00
\$230,000.01	\$235,000.00	\$765.00	\$848.25	\$632.50
\$235,000.01	\$240,000.00	\$775.00	\$859.50	\$640.00
\$240,000.01	\$245,000.00	\$785.00	\$870.75	\$647.50
\$245,000.01	\$250,000.00	\$795.00	\$882.00	\$655.00
\$250,000.01	\$260,000.00	\$815.00	\$904.50	\$670.00
\$260,000.01	\$270,000.00	\$835.00	\$927.00	\$685.00
\$270,000.01	\$280,000.00	\$855.00	\$949.50	\$700.00
\$280,000.01	\$290,000.00	\$875.00	\$972.00	\$715.00
\$290,000.01	\$300,000.00	\$895.00	\$994.50	\$730.00
\$300,000.01	\$310,000.00	\$915.00	\$1,017.00	\$745.00
\$310,000.01	\$320,000.00	\$935.00	\$1,039.50	\$760.00
\$320,000.01	\$330,000.00	\$955.00	\$1,062.00	\$775.00
\$330,000.01	\$340,000.00	\$975.00	\$1,084.50	\$790.00
\$340,000.01	\$350,000.00	\$995.00	\$1,107.00	\$805.00
\$350,000.01	\$360,000.00	\$1,015.00	\$1,129.50	\$820.00
\$360,000.01	\$370,000.00	\$1,035.00	\$1,152.00	\$835.00
\$370,000.01	\$380,000.00	\$1,055.00	\$1,174.50	\$850.00
\$380,000.01	\$390,000.00	\$1,075.00	\$1,197.00	\$865.00
\$390,000.01	\$400,000.00	\$1,095.00	\$1,219.50	\$880.00
\$400,000.01	\$410,000.00	\$1,115.00	\$1,242.00	\$895.00
\$410,000.01	\$420,000.00	\$1,135.00	\$1,264.50	\$910.00
\$420,000.01	\$430,000.00	\$1,155.00	\$1,287.00	\$925.00
\$430,000.01	\$440,000.00	\$1,175.00	\$1,309.50	\$940.00
\$440,000.01	\$450,000.00	\$1,195.00	\$1,332.00	\$955.00
\$450,000.01	\$460,000.00	\$1,215.00	\$1,354.50	\$970.00
\$460,000.01	\$470,000.00	\$1,235.00	\$1,377.00	\$985.00

		Column 1	Column 2	Column 3
Minimum Amount	Maximum Amount	Rates	EAGLE® OWNER'S POLICY Rates	LOAN POLICY Rates
\$470,000.01	\$480,000.00	\$1,255.00	\$1,399.50	\$1,000.00
\$480,000.01	\$490,000.00	\$1,275.00	\$1,422.00	\$1,015.00
\$490,000.01	\$500,000.00	\$1,295.00	\$1,444.50	\$1,030.00
\$500,000.01	\$525,000.00	\$1,345.00	\$1,500.75	\$1,067.50
\$525,000.01	\$550,000.00	\$1,395.00	\$1,557.00	\$1,105.00
\$550,000.01	\$575,000.00	\$1,445.00	\$1,613.25	\$1,142.50
\$575,000.01	\$600,000.00	\$1,495.00	\$1,669.50	\$1,180.00
\$600,000.01	\$625,000.00	\$1,545.00	\$1,725.75	\$1,217.50
\$625,000.01	\$650,000.00	\$1,595.00	\$1,782.00	\$1,255.00
\$650,000.01	\$675,000.00	\$1,645.00	\$1,838.25	\$1,292.50
\$675,000.01	\$700,000.00	\$1,695.00	\$1,894.50	\$1,330.00
\$700,000.01	\$725,000.00	\$1,745.00	\$1,950.75	\$1,367.50
\$725,000.01	\$750,000.00	\$1,795.00	\$2,007.00	\$1,405.00
\$750,000.01	\$800,000.00	\$1,895.00	\$2,119.50	\$1,480.00
\$800,000.01	\$850,000.00	\$1,995.00	\$2,232.00	\$1,555.00
\$850,000.01	\$900,000.00	\$2,095.00	\$2,344.50	\$1,630.00
\$900,000.01	\$950,000.00	\$2,195.00	\$2,457.00	\$1,705.00
\$950,000.01	\$1,000,000.00	\$2,295.00	\$2,569.50	\$1,780.00
\$1,000,000.01	\$1,100,000.00	\$2,420.00	\$2,709.50	\$1,905.00
\$1,100,000.01	\$1,200,000.00	\$2,545.00	\$2,849.50	\$2,030.00
\$1,200,000.01	\$1,300,000.00	\$2,670.00	\$2,989.50	\$2,155.00
\$1,300,000.01	\$1,400,000.00	\$2,795.00	\$3,129.50	\$2,280.00
\$1,400,000.01	\$1,500,000.00	\$2,920.00	\$3,269.50	\$2,405.00
\$1,500,000.01	\$1,600,000.00	\$3,045.00	\$3,409.50	\$2,530.00
\$1,600,000.01	\$1,700,000.00	\$3,170.00	\$3,549.50	\$2,655.00
\$1,700,000.01	\$1,800,000.00	\$3,295.00	\$3,689.50	\$2,780.00
\$1,800,000.01	\$1,900,000.00	\$3,420.00	\$3,829.50	\$2,905.00
\$1,900,000.01	\$2,000,000.00	\$3,545.00	\$3,969.50	\$3,030.00
\$2,000,000.01	\$2,100,000.00	\$3,670.00	\$4,109.50	\$3,155.00
\$2,100,000.01	\$2,200,000.00	\$3,795.00	\$4,249.50	\$3,280.00
\$2,200,000.01	\$2,300,000.00	\$3,920.00	\$4,389.50	\$3,405.00
\$2,300,000.01	\$2,400,000.00	\$4,045.00	\$4,529.50	\$3,530.00
\$2,400,000.01	\$2,500,000.00	\$4,170.00	\$4,669.50	\$3,655.00
\$2,500,000.01	\$2,600,000.00	\$4,295.00	\$4,809.50	\$3,780.00
\$2,600,000.01	\$2,700,000.00	\$4,420.00	\$4,949.50	\$3,905.00
\$2,700,000.01	\$2,800,000.00	\$4,545.00	\$5,089.50	\$4,030.00
\$2,800,000.01	\$2,900,000.00	\$4,670.00	\$5,229.50	\$4,155.00
\$2,900,000.01	\$3,000,000.00	\$4,795.00	\$5,369.50	\$4,280.00

		Column 1	Column 2	Column 3
		NON-EAGLE®	EAGLE® OWNER'S	LOAN POLICY
Minimum Amount	Maximum Amount	Rates	POLICY Rates	Rates
\$3,000,000.01	\$3,100,000.00	\$4,920.00	\$5,509.50	\$4,405.00
\$3,100,000.01	\$3,200,000.00	\$5,045.00	\$5,649.50	\$4,530.00
\$3,200,000.01	\$3,300,000.00	\$5,170.00	\$5,789.50	\$4,655.00
\$3,300,000.01	\$3,400,000.00	\$5,295.00	\$5,929.50	\$4,780.00
\$3,400,000.01	\$3,500,000.00	\$5,420.00	\$6,069.50	\$4,905.00
\$3,500,000.01	\$3,600,000.00	\$5,545.00	\$6,209.50	\$5,030.00
\$3,600,000.01	\$3,700,000.00	\$5,670.00	\$6,349.50	\$5,155.00
\$3,700,000.01	\$3,800,000.00	\$5,795.00	\$6,489.50	\$5,280.00
\$3,800,000.01	\$3,900,000.00	\$5,920.00	\$6,629.50	\$5,405.00
\$3,900,000.01	\$4,000,000.00	\$6,045.00	\$6,769.50	\$5,530.00
\$4,000,000.01	\$4,100,000.00	\$6,170.00	\$6,909.50	\$5,655.00
\$4,100,000.01	\$4,200,000.00	\$6,295.00	\$7,049.50	\$5,780.00
\$4,200,000.01	\$4,300,000.00	\$6,420.00	\$7,189.50	\$5,905.00
\$4,300,000.01	\$4,400,000.00	\$6,545.00	\$7,329.50	\$6,030.00
\$4,400,000.01	\$4,500,000.00	\$6,670.00	\$7,469.50	\$6,155.00
\$4,500,000.01	\$4,600,000.00	\$6,795.00	\$7,609.50	\$6,280.00
\$4,600,000.01	\$4,700,000.00	\$6,920.00	\$7,749.50	\$6,405.00
\$4,700,000.01	\$4,800,000.00	\$7,045.00	\$7,889.50	\$6,530.00
\$4,800,000.01	\$4,900,000.00	\$7,170.00	\$8,029.50	\$6,655.00
\$4,900,000.01	\$5,000,000.00	\$7,295.00	\$8,169.50	\$6,780.00

### SECTION G DICKINSON COUNTY AND GEARY COUNTY

Except as set forth in Section C, the Rates, Charges, and fees set forth in Section G apply to all transactions involving property in Dickinson County and Geary County.

### G.1 <u>OWNER'S INSURANCE</u>

(a) Owner's Policy Other Than Those Addressed in Another Section

The Rate for an Owner's Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section G.6.

(b) Short Term (Reissue) Rate

When a copy of a prior Owner's Policy issued ten years prior to the order for a new Owner's Policy on the same property is delivered to the Company by or at the request of the insured prior to the closing of the transaction, the reissue Rate in Section G.6 (column 3) applies up to the amount of insurance of the prior Owner's Policy. The Non-EAGLE® Owner's Policy (column 1) or EAGLE® Owner's Policy (column 2)

Rate applies to all amounts of insurance in excess of the prior Owner's Policy at the tier level for the excess liability.

# (c) Concurrent (Simultaneous-Issue) Leasehold Owner's Policy

When a leasehold Owner's Policy is issued concurrently with a fee Owner's Policy covering the same property, the Charge for the fee Owner's Policy is as set forth in Section G.6.

When the amount of insurance for the leasehold Owner's Policy is the same as or less than that for the fee Owner's Policy, the Charge is 30% of the Rate set forth in Section G.6, for the leasehold Owner's Policy covering a Residential property. For a Commercial property, the Charge is also 30% of the Rate set forth in Section G.6, subject to a minimum Charge of \$250. On the leasehold Owner's Policy, liability in excess of the amount of the fee Owner's Policy will be billed at the Rate in Section G.6 at the tier level of the excess liability.

(d) Conversion Of An Insured Leasehold Estate To A Fee Estate - Commercial Only

When the owner of a leasehold estate insured by the Company acquires the fee estate encumbered by the lease, a new Owner's Policy may be issued to the same insured covering the fee estate on the same property for the following Rate:

For Commercial properties:

Time Between Date Of Leasehold Policy And Acquisition Of The Fee Estate	Rate
Less than one year	\$200
One to five years	\$500
More than five years	Section G.6 Rates

The Rates above apply when the amount of insurance for the new fee Owner's Policy is the same or less than the amount of insurance on the previously issued leasehold Owner's Policy. The Rate for leasehold Owner's Policy liability in excess of the amount of the fee Owner's Policy is the Rate in Section G.6 applicable at the tier level of the excess liability.

The new fee Owner's Policy must contain all of the Standard Exceptions as to matters after the date of policy on the previously issued leasehold Owner's Policy. All endorsements issued with the leasehold Owner's Policy may be reissued with the fee Owner's Policy as long as the coverage provided by the endorsements is limited to the Date of Policy on the previously issued leasehold Owner's Policy. In order for this section to apply, no additional endorsements, other than those endorsements issued with the leasehold Owner's Policy. If the Insured requires additional endorsements, the rates for those endorsements shall be charged pursuant to Appendix A.

Not available for Residential properties.

### G.2 LENDER'S INSURANCE

(a) Loan Policy Other Than A Loan Policy Addressed In Another Section

The Rate for a Loan Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section G.6.

(b) Concurrent (Simultaneous-Issue) Loan Policy

This section applies when a Loan Policy is issued concurrently with an Owner's Policy as part of the same transaction, and both the Loan Policy and Owner's Policy are written on the Company. The Charge for the Owner's Policy shall be calculated at the applicable Owner's Policy Rate and the Charge for the Loan Policy is as follows:

- 1. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 2. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section G.3(b) will apply).
- 3. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 4. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section G.3(b) will apply).

When a transaction involves more than one Loan Policy, the above Charges shall apply to the Loan Policy issued in the largest amount. The following Charges shall apply to the remaining concurrently issued Loan Policies:

- 5. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 6. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section G.3(b) will apply).
- 7. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 8. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section G.3(b) will apply).

# **Residential and Commercial**

1. \$85

- 2. \$85
- 3. \$85 plus the Rate shown in Section G.6 (column 4) at the tier level for the amount of insurance in excess of the Owner's Policy
- 4. \$85 plus the Rate shown in Section G.6 (column 4) at the tier level for the amount of insurance in excess of the Owner's Policy
- 5. \$85 per additional Loan Policy
- 6. \$85 per additional Loan Policy
- 7. \$85 per additional Loan Policy plus the Rate shown in Section G.6 (column 4) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
- 8. \$85 per additional Loan Policy plus the Rate shown in Section G.6 (column 4) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
  - (c) Concurrent (Simultaneous-Issue) Leasehold Loan Policy Commercial Only

When a leasehold Loan Policy is issued concurrently to the same insured with a fee Loan Policy covering the identical property and for an amount not exceeding the fee Loan Policy liability amount, the Charge for the leasehold Loan Policy for a Commercial property is \$85 if the amount of insurance is \$500,000 or less. This Rate is not available for a Residential property.

(d) Short Term (Reissue) Rate

When a copy of a prior Owner's Policy issued 10 years prior to the order for a new Loan Policy on the same property is delivered to the Company by or at the request of the insured prior to the closing of the transaction, the Charge the new Loan Policy (for Residential and Commercial properties) is calculated as follows: the Rate in Section G.6 (column 5) applies to amount of insurance up to the prior Owner's Policy amount and the Rate in Section G.6 (column 4) applies to any amount of insurance in excess thereto at the tier level for the excess liability.

(e) ALTA Residential Limited Coverage Mortgage Modification Policy

The Rate for an ALTA Residential Limited Coverage Mortgage Modification Policy shall be:

Amount of Insurance	Rate
Up to and including \$1,000,000	\$125
\$1,000,001 to \$1,500,000	\$250
\$1,500,001 to \$2,000,000	\$350

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

(f) ALTA Residential Limited Coverage Junior Loan Policy

For second or lessor priority mortgage loan transactions involving Residential properties, the Rate for an ALTA Residential Limited Coverage Junior Loan Policy is set forth below and applies to the face amount of such mortgage. This policy is unavailable for loan transactions in which the face amount of the mortgage exceeds \$300,000. Short Term (Reissue) or Concurrent Rates do not apply.

Loan Amount	Rate
Up to and including \$75,000	\$125
\$75,001 to \$150,000	\$140
Over \$150,000	\$250

(g) Home Equity And Second Mortgage - Residential Only

For Residential properties, the Rate in Section G.6 (column 4) applies to Loan Policies issued on home equity loans and second mortgage loans not concurrently issued with an Owner's Policy. Not applicable to Commercial properties.

### G.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charge

This Charge applies if the Company does the Out-of-County search, and the county at issue has a population of 10,000 or less as determined by the United States Census Bureau.

Residential	Commercial
\$200	\$200

### (b) Multiple Tract Charge

This section applies when the premises to be insured consist of multiple tracts coming from separate chains of title.

Residential	Commercial
\$150 per additional tract	\$150 per additional tract

### (c) Commitment Production Charge

This section applies where an Owner's Policy or Loan Policy is contemplated within six months of the Commitment date. The Charge shall be credited toward the Charge due for any policy issued pursuant to the Commitment. If a policy is never issued, this Charge shall apply as the cancellation Charge.

Residential	Commercial
\$200	\$200

### (d) Update Charge

This section applies to an amended Commitment reflecting newly revised requirements and/or exceptions.

Residential	Commercial
\$50	\$50

### (e) Cancellation Charge

Residential	Commercial
\$125, but see Section G.3(c) above	N/A

### G.4 <u>GUARANTEES</u>

(a) CLTA Guarantee

The Charge for a CLTA Guarantee, Form Number 28 - Condition of Title, is as follows:

Residential	Commercial
\$200	\$200

(b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

Residential	Commercial
\$150	\$150

### G.5 <u>ESCROW</u>

(a) Residential - Basic Escrow Fees

The fees below may be allocated by agreement between the seller and buyer.

1. Sale With New Loan

The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries, and disbursements. Charges for FHA, VA, and similar government programs may be reduced as necessary due to program requirements. This applies when closing both seller and new loans.

Seller	Buyer	Total
\$75	\$325	\$400

2. Cash Sale

Seller	Buyer	Total
\$75	\$75	\$150

3. Loan Only

This section applies except where Section G.5(c)(1) below applies. The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries and disbursements. Charges for FHA, VA and similar government programs may be reduced as necessary due to program requirements.

Seller	Buyer	Total
N/A	\$300	\$300

# 4. Contract For Deed/Installment Sales Contracts

This fee is for closing only. Set-up fees for permanent escrow of deed and/or for periodic payments will be charged separately by the provider selected by the parties.

Transaction	Seller	Buyer	Total
Contract For Deed/	\$75	\$75	\$150
Installment Sales Contracts	φ/0	φ/ 5	φ150

- (b) Commercial Basic Escrow Fees
  - 1. Sale

The fee includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds.

The fees below may be allocated by agreement between the parties. In the event of no agreement, buyer and seller will each pay half of the total fee.

Amount	Seller	Buyer	Total
Up to and including \$1,000,000	\$150	\$150	\$300

### 2. Refinance

The fee includes preparation of escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds. No sale is involved.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	\$300	\$300
\$500,000.01 to \$1,000,000	N/A	\$400	\$400

### (c) Residential And Commercial - Surcharges

The fees below may be allocated by agreement between the seller and buyer. These fees are in addition to the Basic Escrow Fees set forth in Sections G.5(a) and (b) above.

### 1. Second MTG/DOT/HELOC

This section applies when closed in conjunction with the closing of another loan.

Transaction	Seller	Buyer	Total
Second MTG/DOT/HELOC	N/A	\$150	\$150

2. Mobile Home or Manufactured Housing

In conjunction with a request for an ALTA 7.0. The Charge for the ALTA 7.0 is set forth in Appendix A.

Transaction	Seller	Buyer	Total
Mobile Home or Manufactured Housing	\$50	N/A	\$50

### 3. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

Transaction	Seller	Buyer	Total
Excess Wire Fee / Courier Delivery Fee	\$20/each	\$20/each	Depends on the number of deliveries and wires

### 4. Mail Out Fee

When closing packages or deeds or other documents must be mailed out (or e-mailed) for signatures, this fee will apply for each physical address or e-mail address employed.

Transaction	Seller	Buyer	Total
Mail Out Fee	\$20/each	\$20/each	Depends on the number of physical addresses or e-mail addresses employed

# (d) Residential And Commercial - Miscellaneous Services

The fees below may be allocated by agreement between the seller and buyer.

1. Accommodation/Witness Closing

No settlement statement (HUD-1/CD) or disbursement.

Transaction	Seller	Buyer	Total
Accommodation/Witness Closing	N/A	N/A	\$150

### 2. Prepare Settlement Statement (CD) with Disbursement

Transaction	Seller	Buyer	Total
Prepare Settlement Statement (CD) with Disbursement	N/A	N/A	\$200

3. Prepare Settlement Statement (CD) without Disbursement

Transaction	Seller	Buyer	Total
Prepare Settlement Statement (CD) with Disbursement	N/A	N/A	\$175

### 4. Escrow For Lender Requirements

Transaction	Seller	Buyer	Total
Escrow For Lender Requirements	N/A	N/A	\$50

### 5. Escrow For Completion

New Construction.

Transaction	Seller	Buyer	Total
Escrow For Completion	N/A	N/A	\$50

#### 6. Indemnity Deposit - Required for Title Issues

Transaction	Seller	Buyer	Total
Indemnity Deposit - Required for Title Issues	\$50	N/A	\$50

7. Document Preparation Fees (KS Only)

In connection with a title order. Fee per curative document, i.e. POA's or deeds in excess of one.

Transaction	Seller	Buyer	Total
Document Preparation Fees	N/A	N/A	\$50/document

# 8. Closing Protection Letter - KS

Transaction	Seller	Buyer	Total	
Closing Protection Letter - KS	\$0	\$0	<b>\$</b> 0	

### 9. Miscellaneous Bill Payment

The fee for additional checks for payment of bills not required to insure title is as follows:

Transaction	Seller	Buyer	Total
Miscellaneous Bill Payment	\$10/each	\$10/each	Varies depending on the number of bill payments

# 10. Construction Disbursing

1/2 of 1% of the Construction Loan, but not less than \$3,500; where the loan includes purchase money and/or refinance amounts, the Rate shall apply to that part intended to fund the construction, subject to the minimum Charge of \$3,500.

### G.6 <u>RATES</u>

		Column 1	Column 2	Column 3	Column 4	Column 5
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	REISSUE OWNER'S POLICY Rates	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$0.00	\$20,000.00	\$210.00	\$240.00	\$196.00	\$200.00	\$190.00
\$20,000.01	\$25,000.00	\$227.50	\$259.25	\$206.50	\$212.50	\$197.50
\$25,000.01	\$30,000.00	\$245.00	\$278.50	\$217.00	\$225.00	\$205.00
\$30,000.01	\$35,000.00	\$262.50	\$297.75	\$227.50	\$237.50	\$212.50
\$35,000.01	\$40,000.00	\$280.00	\$317.00	\$238.00	\$250.00	\$220.00
\$40,000.01	\$45,000.00	\$297.50	\$336.25	\$248.50	\$262.50	\$227.50
\$45,000.01	\$50,000.00	\$315.00	\$355.50	\$259.00	\$275.00	\$235.00
\$50,000.01	\$55,000.00	\$330.00	\$372.00	\$268.00	\$285.00	\$241.00
\$55,000.01	\$60,000.00	\$345.00	\$388.50	\$277.00	\$295.00	\$247.00
\$60,000.01	\$65,000.00	\$360.00	\$405.00	\$286.00	\$305.00	\$253.00
\$65,000.01	\$70,000.00	\$375.00	\$421.50	\$295.00	\$315.00	\$259.00
\$70,000.01	\$75,000.00	\$390.00	\$438.00	\$304.00	\$325.00	\$265.00
\$75,000.01	\$80,000.00	\$405.00	\$454.50	\$313.00	\$335.00	\$271.00
\$80,000.01	\$85,000.00	\$420.00	\$471.00	\$322.00	\$345.00	\$277.00
\$85,000.01	\$90,000.00	\$435.00	\$487.50	\$331.00	\$355.00	\$283.00
\$90,000.01	\$95,000.00	\$450.00	\$504.00	\$340.00	\$365.00	\$289.00
\$95,000.01	\$100,000.00	\$465.00	\$520.50	\$349.00	\$375.00	\$295.00
\$100,000.01	\$105,000.00	\$476.25	\$533.00	\$355.75	\$383.75	\$300.25
\$105,000.01	\$110,000.00	\$487.50	\$545.50	\$362.50	\$392.50	\$305.50
\$110,000.01	\$115,000.00	\$498.75	\$558.00	\$369.25	\$401.25	\$310.75
\$115,000.01	\$120,000.00	\$510.00	\$570.50	\$376.00	\$410.00	\$316.00
\$120,000.01	\$125,000.00	\$521.25	\$583.00	\$382.75	\$418.75	\$321.25
\$125,000.01	\$130,000.00	\$532.50	\$595.50	\$389.50	\$427.50	\$326.50
\$130,000.01	\$135,000.00	\$543.75	\$608.00	\$396.25	\$436.25	\$331.75
\$135,000.01	\$140,000.00	\$555.00	\$620.50	\$403.00	\$445.00	\$337.00
\$140,000.01	\$145,000.00	\$566.25	\$633.00	\$409.75	\$453.75	\$342.25
\$145,000.01	\$150,000.00	\$577.50	\$645.50	\$416.50	\$462.50	\$347.50
\$150,000.01	\$155,000.00	\$588.75	\$658.00	\$423.25	\$471.25	\$352.75
\$155,000.01	\$160,000.00	\$600.00	\$670.50	\$430.00	\$480.00	\$358.00
\$160,000.01	\$165,000.00	\$611.25	\$683.00	\$436.75	\$488.75	\$363.25
\$165,000.01	\$170,000.00	\$622.50	\$695.50	\$443.50	\$497.50	\$368.50
\$170,000.01	\$175,000.00	\$633.75	\$708.00	\$450.25	\$506.25	\$373.75

		Column 1	Column 2	Column 3	Column 4	Column 5
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	REISSUE OWNER'S POLICY Rates	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$175,000.01	\$180,000.00	\$645.00	\$720.50	\$457.00	\$515.00	\$379.00
\$180,000.01	\$185,000.00	\$656.25	\$733.00	\$463.75	\$523.75	\$384.25
\$185,000.01	\$190,000.00	\$667.50	\$745.50	\$470.50	\$532.50	\$389.50
\$190,000.01	\$195,000.00	\$678.75	\$758.00	\$477.25	\$541.25	\$394.75
\$195,000.01	\$200,000.00	\$690.00	\$770.50	\$484.00	\$550.00	\$400.00
\$200,000.01	\$205,000.00	\$701.25	\$783.00	\$490.75	\$558.75	\$405.25
\$205,000.01	\$210,000.00	\$712.50	\$795.50	\$497.50	\$567.50	\$410.50
\$210,000.01	\$215,000.00	\$723.75	\$808.00	\$504.25	\$576.25	\$415.75
\$215,000.01	\$220,000.00	\$735.00	\$820.50	\$511.00	\$585.00	\$421.00
\$220,000.01	\$225,000.00	\$746.25	\$833.00	\$517.75	\$593.75	\$426.25
\$225,000.01	\$230,000.00	\$757.50	\$845.50	\$524.50	\$602.50	\$431.50
\$230,000.01	\$235,000.00	\$768.75	\$858.00	\$531.25	\$611.25	\$436.75
\$235,000.01	\$240,000.00	\$780.00	\$870.50	\$538.00	\$620.00	\$442.00
\$240,000.01	\$245,000.00	\$791.25	\$883.00	\$544.75	\$628.75	\$447.25
\$245,000.01	\$250,000.00	\$802.50	\$895.50	\$551.50	\$637.50	\$452.50
\$250,000.01	\$260,000.00	\$825.00	\$920.50	\$565.00	\$655.00	\$463.00
\$260,000.01	\$270,000.00	\$847.50	\$945.50	\$578.50	\$672.50	\$473.50
\$270,000.01	\$280,000.00	\$870.00	\$970.50	\$592.00	\$690.00	\$484.00
\$280,000.01	\$290,000.00	\$892.50	\$995.50	\$605.50	\$707.50	\$494.50
\$290,000.01	\$300,000.00	\$915.00	\$1,020.50	\$619.00	\$725.00	\$505.00
\$300,000.01	\$310,000.00	\$937.50	\$1,045.50	\$632.50	\$742.50	\$515.50
\$310,000.01	\$320,000.00	\$960.00	\$1,070.50	\$646.00	\$760.00	\$526.00
\$320,000.01	\$330,000.00	\$982.50	\$1,095.50	\$659.50	\$777.50	\$536.50
\$330,000.01	\$340,000.00	\$1,005.00	\$1,120.50	\$673.00	\$795.00	\$547.00
\$340,000.01	\$350,000.00	\$1,027.50	\$1,145.50	\$686.50	\$812.50	\$557.50
\$350,000.01	\$360,000.00	\$1,050.00	\$1,170.50	\$700.00	\$830.00	\$568.00
\$360,000.01	\$370,000.00	\$1,072.50	\$1,195.50	\$713.50	\$847.50	\$578.50
\$370,000.01	\$380,000.00	\$1,095.00	\$1,220.50	\$727.00	\$865.00	\$589.00
\$380,000.01	\$390,000.00	\$1,117.50	\$1,245.50	\$740.50	\$882.50	\$599.50
\$390,000.01	\$400,000.00	\$1,140.00	\$1,270.50	\$754.00	\$900.00	\$610.00
\$400,000.01	\$410,000.00	\$1,162.50	\$1,295.50	\$767.50	\$917.50	\$620.50
\$410,000.01	\$420,000.00	\$1,185.00	\$1,320.50	\$781.00	\$935.00	\$631.00
\$420,000.01	\$430,000.00	\$1,207.50	\$1,345.50	\$794.50	\$952.50	\$641.50
\$430,000.01	\$440,000.00	\$1,230.00	\$1,370.50	\$808.00	\$970.00	\$652.00
\$440,000.01	\$450,000.00	\$1,252.50	\$1,395.50	\$821.50	\$987.50	\$662.50
\$450,000.01	\$460,000.00	\$1,275.00	\$1,420.50	\$835.00	\$1,005.00	\$673.00
\$460,000.01	\$470,000.00	\$1,297.50	\$1,445.50	\$848.50	\$1,022.50	\$683.50
\$470,000.01	\$480,000.00	\$1,320.00	\$1,470.50	\$862.00	\$1,040.00	\$694.00

		Column 1	Column 2	Column 3	Column 4	Column 5
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	REISSUE OWNER'S POLICY Rates	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$480,000.01	\$490,000.00	\$1,342.50	\$1,495.50	\$875.50	\$1,057.50	\$704.50
\$490,000.01	\$500,000.00	\$1,365.00	\$1,520.50	\$889.00	\$1,075.00	\$715.00
\$500,000.01	\$525,000.00	\$1,415.00	\$1,576.75	\$919.00	\$1,112.50	\$737.50
\$525,000.01	\$550,000.00	\$1,465.00	\$1,633.00	\$949.00	\$1,150.00	\$760.00
\$550,000.01	\$575,000.00	\$1,515.00	\$1,689.25	\$979.00	\$1,187.50	\$782.50
\$575,000.01	\$600,000.00	\$1,565.00	\$1,745.50	\$1,009.00	\$1,225.00	\$805.00
\$600,000.01	\$625,000.00	\$1,615.00	\$1,801.75	\$1,039.00	\$1,262.50	\$827.50
\$625,000.01	\$650,000.00	\$1,665.00	\$1,858.00	\$1,069.00	\$1,300.00	\$850.00
\$650,000.01	\$675,000.00	\$1,715.00	\$1,914.25	\$1,099.00	\$1,337.50	\$872.50
\$675,000.01	\$700,000.00	\$1,765.00	\$1,970.50	\$1,129.00	\$1,375.00	\$895.00
\$700,000.01	\$725,000.00	\$1,815.00	\$2,026.75	\$1,159.00	\$1,412.50	\$917.50
\$725,000.01	\$750,000.00	\$1,865.00	\$2,083.00	\$1,189.00	\$1,450.00	\$940.00
\$750,000.01	\$800,000.00	\$1,965.00	\$2,195.50	\$1,249.00	\$1,525.00	\$985.00
\$800,000.01	\$850,000.00	\$2,065.00	\$2,308.00	\$1,309.00	\$1,600.00	\$1,030.00
\$850,000.01	\$900,000.00	\$2,165.00	\$2,420.50	\$1,369.00	\$1,675.00	\$1,075.00
\$900,000.01	\$950,000.00	\$2,265.00	\$2,533.00	\$1,429.00	\$1,750.00	\$1,120.00
\$950,000.01	\$1,000,000.0	\$2,365.00	\$2,645.50	\$1,489.00	\$1,825.00	\$1,165.00
\$1,000,000.0	\$1,100,000.0	\$2,515.00	\$2,820.50	\$1,579.00	\$1,950.00	\$1,240.00
\$1,100,000.0	\$1,200,000.0	\$2,665.00	\$2,995.50	\$1,669.00	\$2,075.00	\$1,315.00
\$1,200,000.0	\$1,300,000.0	\$2,815.00	\$3,170.50	\$1,759.00	\$2,200.00	\$1,390.00
\$1,300,000.0	\$1,400,000.0	\$2,965.00	\$3,345.50	\$1,849.00	\$2,325.00	\$1,465.00
\$1,400,000.0	\$1,500,000.0	\$3,115.00	\$3,520.50	\$1,939.00	\$2,450.00	\$1,540.00
\$1,500,000.0	\$1,600,000.0	\$3,265.00	\$3,695.50	\$2,029.00	\$2,575.00	\$1,615.00
\$1,600,000.0	\$1,700,000.0	\$3,415.00	\$3,870.50	\$2,119.00	\$2,700.00	\$1,690.00
\$1,700,000.0	\$1,800,000.0	\$3,565.00	\$4,045.50	\$2,209.00	\$2,825.00	\$1,765.00
\$1,800,000.0	\$1,900,000.0	\$3,715.00	\$4,220.50	\$2,299.00	\$2,950.00	\$1,840.00
\$1,900,000.0	\$2,000,000.0	\$3,865.00	\$4,395.50	\$2,389.00	\$3,075.00	\$1,915.00
\$2,000,000.0	\$2,100,000.0	\$4,015.00	\$4,570.50	\$2,479.00	\$3,200.00	\$1,990.00
\$2,100,000.0	\$2,200,000.0	\$4,165.00	\$4,745.50	\$2,569.00	\$3,325.00	\$2,065.00
\$2,200,000.0	\$2,300,000.0	\$4,315.00	\$4,920.50	\$2,659.00	\$3,450.00	\$2,140.00
\$2,300,000.0	\$2,400,000.0	\$4,465.00	\$5,095.50	\$2,749.00	\$3,575.00	\$2,215.00
\$2,400,000.0	\$2,500,000.0	\$4,615.00	\$5,270.50	\$2,839.00	\$3,700.00	\$2,290.00
\$2,500,000.0	\$2,600,000.0	\$4,765.00	\$5,445.50	\$2,929.00	\$3,825.00	\$2,365.00
\$2,600,000.0	\$2,700,000.0	\$4,915.00	\$5,620.50	\$3,019.00	\$3,950.00	\$2,440.00
\$2,700,000.0	\$2,800,000.0	\$5,065.00	\$5,795.50	\$3,109.00	\$4,075.00	\$2,515.00
\$2,800,000.0	\$2,900,000.0	\$5,215.00	\$5,970.50	\$3,199.00	\$4,200.00	\$2,590.00
\$2,900,000.0	\$3,000,000.0	\$5,365.00	\$6,145.50	\$3,289.00	\$4,325.00	\$2,665.00
\$3,000,000.0	\$3,100,000.0	\$5,515.00	\$6,320.50	\$3,379.00	\$4,450.00	\$2,740.00

		Column 1	Column 2	Column 3	Column 4	Column 5
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	REISSUE OWNER'S POLICY Rates	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$3,100,000.0	\$3,200,000.0	\$5,665.00	\$6,495.50	\$3,469.00	\$4,575.00	\$2,815.00
\$3,200,000.0	\$3,300,000.0	\$5,815.00	\$6,670.50	\$3,559.00	\$4,700.00	\$2,890.00
\$3,300,000.0	\$3,400,000.0	\$5,965.00	\$6,845.50	\$3,649.00	\$4,825.00	\$2,965.00
\$3,400,000.0	\$3,500,000.0	\$6,115.00	\$7,020.50	\$3,739.00	\$4,950.00	\$3,040.00
\$3,500,000.0	\$3,600,000.0	\$6,265.00	\$7,195.50	\$3,829.00	\$5,075.00	\$3,115.00
\$3,600,000.0	\$3,700,000.0	\$6,415.00	\$7,370.50	\$3,919.00	\$5,200.00	\$3,190.00
\$3,700,000.0	\$3,800,000.0	\$6,565.00	\$7,545.50	\$4,009.00	\$5,325.00	\$3,265.00
\$3,800,000.0	\$3,900,000.0	\$6,715.00	\$7,720.50	\$4,099.00	\$5,450.00	\$3,340.00
\$3,900,000.0	\$4,000,000.0	\$6,865.00	\$7,895.50	\$4,189.00	\$5,575.00	\$3,415.00
\$4,000,000.0	\$4,100,000.0	\$7,015.00	\$8,070.50	\$4,279.00	\$5,700.00	\$3,490.00
\$4,100,000.0	\$4,200,000.0	\$7,165.00	\$8,245.50	\$4,369.00	\$5,825.00	\$3,565.00
\$4,200,000.0	\$4,300,000.0	\$7,315.00	\$8,420.50	\$4,459.00	\$5,950.00	\$3,640.00
\$4,300,000.0	\$4,400,000.0	\$7,465.00	\$8,595.50	\$4,549.00	\$6,075.00	\$3,715.00
\$4,400,000.0	\$4,500,000.0	\$7,615.00	\$8,770.50	\$4,639.00	\$6,200.00	\$3,790.00
\$4,500,000.0	\$4,600,000.0	\$7,765.00	\$8,945.50	\$4,729.00	\$6,325.00	\$3,865.00
\$4,600,000.0	\$4,700,000.0	\$7,915.00	\$9,120.50	\$4,819.00	\$6,450.00	\$3,940.00
\$4,700,000.0	\$4,800,000.0	\$8,065.00	\$9,295.50	\$4,909.00	\$6,575.00	\$4,015.00
\$4,800,000.0	\$4,900,000.0	\$8,215.00	\$9,470.50	\$4,999.00	\$6,700.00	\$4,090.00
\$4,900,000.0	\$5,000,000.0	\$8,365.00	\$9,645.50	\$5,089.00	\$6,825.00	\$4,165.00

# SECTION H

# CHEROKEE COUNTY, CRAWFORD COUNTY, LABETTE COUNTY, AND NEOSHO COUNTY

Except as set forth in Section C, the Rates, Charges, and fee set forth in Section H apply to all transactions involving property in Cherokee County, Crawford County, Labette County, and Neosho County.

#### H.1 OWNER'S INSURANCE

(a) Owner's Policy Other Than Those Addressed in Another Section

The Rate for an Owner's Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section H.6.

(b) Concurrent (Simultaneous-Issue) Leasehold Owner's Policy

When a leasehold Owner's Policy is issued concurrently with a fee Owner's Policy covering the same property, the Charge for the fee Owner's Policy is as set forth in Section H.6.

When the amount of insurance for the leasehold Owner's Policy is the same as or less than that for the fee Owner's Policy, the Charge is 30% of the Rate set forth in Section H.6, for the leasehold Owner's

Policy covering a Residential property. For a Commercial property, the Charge is also 30% of the Rate set forth in Section H.6, subject to a minimum Charge of \$250. On the leasehold Owner's Policy, liability in excess of the amount of the fee Owner's Policy will be billed at the Rate in Section H.6 at the tier level of the excess liability.

(c) Conversion Of An Insured Leasehold Estate To A Fee Estate - Commercial Only

When the owner of a leasehold estate insured by the Company acquires the fee estate encumbered by the lease, a new Owner's Policy may be issued to the same insured covering the fee estate on the same property for the following Rate:

For Commercial properties:

Time Between Date Of Leasehold Policy And Acquisition Of The Fee Estate	Rate
Less than one year	\$200
One to five years	\$500
More than five years	Section H.6 Rates

The Rates above apply when the amount of insurance for the new fee Owner's Policy is the same or less than the amount of insurance on the previously issued leasehold Owner's Policy. The Rate for leasehold Owner's Policy liability in excess of the amount of the fee Owner's Policy is the Rate in Section H.6 applicable at the tier level of the excess liability.

The new fee Owner's Policy must contain all of the Standard Exceptions as to matters after the date of policy on the previously issued leasehold Owner's Policy. All endorsements issued with the leasehold Owner's Policy may be reissued with the fee Owner's Policy as long as the coverage provided by the endorsements is limited to the Date of Policy on the previously issued leasehold Owner's Policy. In order for this section to apply, no additional endorsements, other than those endorsements issued with the leasehold Owner's Policy. If the Insured requires additional endorsements, the rates for those endorsements shall be charged pursuant to Appendix A.

Not available for Residential properties.

# H.2 LENDER'S INSURANCE

(a) Loan Policy Other Than a Loan Policy Addressed in Another Section

The Rate for a Loan Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section H.6.

(b) Concurrent (Simultaneous-Issue) Loan Policy

This section applies when a Loan Policy is issued concurrently with an Owner's Policy as part of the same transaction, and both the Loan Policy and Owner's Policy are written on the Company. The Charge for the Owner's Policy shall be calculated at the applicable Owner's Policy Rate and the Charge for the Loan Policy is as follows:

- 1. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 2. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section H.3(b) will apply).
- 3. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 4. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section H.3(b) will apply).

When a transaction involves more than one Loan Policy, the above Charges shall apply to the Loan Policy issued in the largest amount. The following Charges shall apply to the remaining concurrently issued Loan Policies:

- 5. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 6. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section H.3(b) will apply).
- 7. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies is described as land in the Owner's Policy.
- 8. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section H.3(b) will apply).

# **Residential and Commercial**

1. \$125

- 2. \$225
- 3. \$125 plus the Rate shown in Section H.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
- 4. \$225 plus the Rate shown in Section H.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
- 5. \$125 per additional Loan Policy
- 6. \$225 per additional Loan Policy
- 7. \$125 per additional Loan Policy plus the Rate shown in Section H.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
- 8. \$225 per additional Loan Policy plus the Rate shown in Section H.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
  - (c) Concurrent (Simultaneous-Issue) Leasehold Loan Policy Commercial Only

When a leasehold Loan Policy is issued concurrently to the same insured with a fee Loan Policy covering the identical property and for an amount not exceeding the fee Loan Policy liability amount, the Charge for the leasehold Loan Policy for a Commercial property is \$125 if the amount of insurance is \$500,000 or less. This Rate is not available for a Residential property.

(d) ALTA Residential Limited Coverage Mortgage Modification Policy

The Rate for an ALTA Residential Limited Coverage Mortgage Modification Policy shall be:

Amount of Insurance	Rate
Up to and including \$1,000,000	\$125
\$1,000,001 to \$1,500,000	\$250
\$1,500,001 to \$2,000,000	\$350

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

(e) ALTA Residential Limited Coverage Junior Loan Policy

For second or lessor priority mortgage loan transactions involving Residential properties, the Rate for an ALTA Residential Limited Coverage Junior Loan Policy is set forth below and applies to the face amount of such mortgage. This policy is unavailable for loan transactions in which the face amount of the mortgage exceeds \$300,000. Concurrent Rates do not apply.

Loan Amount	Rate
Up to and including \$75,000	\$125
\$75,001 to \$150,000	\$140
Over \$150,000	\$250

(f) Home Equity And Second Mortgage - Residential Only

For Residential properties, the Rate in Section H.6 (column 3) applies to Loan Policies issued on home equity loans and second mortgage loans not concurrently issued with an Owner's Policy. Not applicable to Commercial properties.

### H.3 ADDITIONAL TITLE CHARGES

### (a) Out-of-County Search Charge

This Charge applies if the Company does the Out-of-County search, and the county at issue has a population of 10,000 or less as determined by the United States Census Bureau.

Residential	Commercial
\$200	\$200

### (b) Multiple Tract Charge

This section applies when the premises to be insured consist of multiple tracts coming from separate chains of title.

Residential	Commercial
\$100 per additional tract	\$100 per additional tract

### (c) Commitment Production Charge

This section applies where an Owner's Policy or Loan Policy is contemplated within six months of the Commitment date. The Charge shall be credited toward the Charge due for any policy issued pursuant to the Commitment. If a policy is never issued, this Charge shall apply as the cancellation Charge.

Residential	Commercial
\$225	\$225

### (d) Update Charge

This section applies to an amended Commitment reflecting newly revised requirements and/or exceptions.

Residential	Commercial
\$50	\$50

### (e) Cancellation Charge

Residential	Commercial
\$0, but see Section H.3(c) above	N/A

### H.4 <u>GUARANTEES</u>

(a) CLTA Guarantee

The Charge for a CLTA Guarantee, Form Number 28 - Condition of Title, is as follows:

Residential	Commercial
\$225	\$225

#### (b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

Residential	Commercial
\$200	\$200

### H.5 <u>ESCROW</u>

(a) Residential - Basic Escrow Fees

The fees below may be allocated by agreement between the seller and buyer.

1. Sale With New Loan

The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries, and disbursements. Charges for FHA, VA, and similar government programs may be reduced as necessary due to program requirements. This applies when closing both seller and new loans.

Seller	Buyer	Total
N/A	N/A	\$350

2. Cash Sale

Seller	Buyer	Total
N/A	N/A	\$350

3. Loan Only

This section applies except where Section H.5(c)(1) applies. The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries and disbursements. Charges for FHA, VA and similar government programs may be reduced as necessary due to program requirements.

Seller	Buyer	Total
N/A	N/A	\$350

4. Contract For Deed/Installment Sales Contracts

This Fee is for closing only. Set-up fees for permanent escrow of deed and/or for periodic payments will be charged separately by the provider selected by the parties.

Seller	Buyer	Total
N/A	N/A	\$350

# 5. Short Sale

This section applies to transactions in which the seller has/is negotiating for a payoff that is less than that owed to one or more mortgage lienholders.

Seller	Buyer	Total
N/A	N/A	\$400

#### 6. Owner Finance

This section applies to owner finance, excluding contract for deed/installment sale contracts.

Seller	Buyer	Total
N/A	N/A	\$400

### (b) Commercial - Basic Escrow Fees

1. Sale

The fee includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds.

The fees below may be allocated by agreement between the parties. In the event of no agreement, buyer and seller will each pay half of the total fee.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	N/A	\$350
\$500,000.01 to \$1,000,000	N/A	N/A	\$500

### 2. Refinance

The fee includes preparation of escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds. No sale is involved.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	N/A	\$350
\$500,000.01 to \$1,000,000	N/A	N/A	\$500

### (c) Residential And Commercial - Surcharges

The fees below may be allocated by agreement between the seller and buyer. These fees are in addition to the Basic Escrow Fees set forth in Sections G.5(a) and (b) above.

### 1. Second MTG/DOT/HELOC

This section applies when closed in conjunction with the closing of another loan.

Transaction	Seller	Buyer	Total
Second MTG/DOT/HELOC	N/A	N/A	\$100

### 2. For Sale By Owner Facilitation Fee

This section applies to transactions in which neither party is represented by an attorney or real estate broker in addition to the above buyer and seller closing fee.

Transaction	Seller	Buyer	Total
For Sale By Owner Facilitation Fee	N/A	N/A	\$50

### 3. After-Hours Closing

This section applies to closings or funding conducted after 6:00 p.m., on weekends or holidays for the convenience of the customer/lender.

Transaction	Seller	Buyer	Total
After-Hours Closing	\$100	\$100	Depends on the number of parties requesting after-hours service

# 4. Mobile Home or Manufactured Housing

This section is in conjunction with a request for an ALTA 7.0. The Charge for the ALTA 7.0 is set forth in Appendix A.

Transaction	Seller	Buyer	Total
Mobile Home or Manufactured Housing	N/A	N/A	\$100

5. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

Transaction	Seller	Buyer	Total
Excess Wire Fee / Courier Delivery Fee	\$20/each	\$20/each	Depends on the number of deliveries and wires

### 6. Mail Out Fee

When closing packages or deeds or other documents must be mailed out (or e-mailed) for signatures, this fee will apply for each physical address or e-mail address employed.

Transaction	Seller	Buyer	Total
Mail Out Fee	\$20/each	\$20/each	Depends on the number of physical addresses or e-mail addresses employed

# 7. Mobile Closing Fee

Transaction	Seller	Buyer	Total
Mobile Closing Fee	\$100	\$100	Depends on the number of parties requesting a mobile closing

### (d) Residential And Commercial - Miscellaneous Services

The fees below may be allocated by agreement between the seller and buyer.

### 1. Accommodation/Witness Closing

No settlement statement (HUD-1/CD) or disbursement.

Transaction	Seller	Buyer	Total
Accommodation/Witness Closing	N/A	N/A	\$200

### 2. Prepare Settlement Statement (CD) with Disbursement

Transaction	Seller	Buyer	Total
Prepare Settlement Statement (CD) & / or Disburse	N/A	N/A	\$350

### 3. Escrow For Lender Requirements

Transaction	Seller	Buyer	Total
Escrow For Lender Requirements	N/A	N/A	\$100

# 4. Escrow For Completion

New Construction.

Transaction	Seller	Buyer	Total
Escrow For Completion	N/A	N/A	\$100

### 5. Indemnity Deposit - Required for Title Issues

Transaction	Seller	Buyer	Total
Indemnity Deposit - Required for Title Issues	N/A	N/A	\$100

### 6. Document Preparation Fees (KS Only)

This section is in connection with a title order. Fee per curative document, i.e., POA's or deeds in excess of one.

Transaction	Seller	Buyer	Total
Document Preparation Fees	N/A	N/A	\$75/document

# 7. Closing Protection Letter - MO

Transaction	Seller	Buyer	Total
Closing Protection Letter - MO	\$25	\$25	\$50

8. Closing Protection Letter - KS

Transaction	Seller	Buyer	Total
Closing Protection Letter - KS	\$0	\$0	\$0

### 9. Interest Bearing Account Set-Up Fee

Transaction	Seller	Buyer	Total
Interest Bearing Account Set-Up Fee	N/A	N/A	\$100

### 10. Language Translator Service

This is the service fee for arranging and does not include translator's fee.

Transaction	Seller	Buyer	Total
Language Translator Service	N/A	N/A	\$50

# 11. Miscellaneous Bill Payment

The fee for additional checks for payment of bills not required to insure title is as follows:

Transaction	Seller	Buyer	Total
Miscellaneous Bill Payment	\$10/each	\$10/each	Varies depending on the number of bill payments

# 12. Construction Disbursing

Amount	Charge
Up to and including \$100,000	\$550
\$100,000.01 to \$250,000	1/2 of 1% of the Construction Loan
More than \$250,000	1/4 of 1% of the Construction Loan

# H.6 <u>RATES</u>

		Column 1	Column 2	Column 3
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	LOAN POLICY Rates
\$0.00	\$20,000.00	\$275.00	\$300.00	\$275.00
\$20,000.01	\$25,000.00	\$300.00	\$327.50	\$300.00
\$25,000.01	\$30,000.00	\$325.00	\$355.00	\$325.00
\$30,000.01	\$35,000.00	\$350.00	\$382.50	\$350.00
\$35,000.01	\$40,000.00	\$375.00	\$410.00	\$375.00
\$40,000.01	\$45,000.00	\$400.00	\$437.50	\$400.00
\$45,000.01	\$50,000.00	\$425.00	\$465.00	\$425.00
\$50,000.01	\$55,000.00	\$445.00	\$487.00	\$445.00
\$55,000.01	\$60,000.00	\$465.00	\$509.00	\$465.00
\$60,000.01	\$65,000.00	\$485.00	\$531.00	\$485.00
\$65,000.01	\$70,000.00	\$505.00	\$553.00	\$505.00
\$70,000.01	\$75,000.00	\$525.00	\$575.00	\$525.00
\$75,000.01	\$80,000.00	\$545.00	\$597.00	\$545.00
\$80,000.01	\$85,000.00	\$565.00	\$619.00	\$565.00
\$85,000.01	\$90,000.00	\$585.00	\$641.00	\$585.00
\$90,000.01	\$95,000.00	\$605.00	\$663.00	\$605.00
\$95,000.01	\$100,000.00	\$625.00	\$685.00	\$625.00
\$100,000.01	\$105,000.00	\$645.00	\$707.00	\$645.00
\$105,000.01	\$110,000.00	\$665.00	\$729.00	\$665.00
\$110,000.01	\$115,000.00	\$685.00	\$751.00	\$685.00
\$115,000.01	\$120,000.00	\$705.00	\$773.00	\$705.00
\$120,000.01	\$125,000.00	\$725.00	\$795.00	\$725.00
\$125,000.01	\$130,000.00	\$745.00	\$817.00	\$745.00

\$130,000.01	\$135,000.00	\$765.00	\$839.00	\$765.00
\$135,000.01	\$140,000.00	\$785.00	\$861.00	\$785.00
\$140,000.01	\$145,000.00	\$805.00	\$883.00	\$805.00
\$145,000.01	\$150,000.00	\$825.00	\$905.00	\$825.00
\$150,000.01	\$155,000.00	\$845.00	\$927.00	\$845.00
\$155,000.01	\$160,000.00	\$865.00	\$949.00	\$865.00
\$160,000.01	\$165,000.00	\$885.00	\$971.00	\$885.00
\$165,000.01	\$170,000.00	\$905.00	\$993.00	\$905.00
\$170,000.01	\$175,000.00	\$920.00	\$1,009.50	\$920.00
\$175,000.01	\$180,000.00	\$935.00	\$1,026.00	\$935.00
\$180,000.01	\$185,000.00	\$950.00	\$1,042.50	\$950.00
\$185,000.01	\$190,000.00	\$965.00	\$1,059.00	\$965.00
\$190,000.01	\$195,000.00	\$980.00	\$1,075.50	\$980.00
\$195,000.01	\$200,000.00	\$995.00	\$1,092.00	\$995.00
\$200,000.01	\$205,000.00	\$1,010.00	\$1,108.50	\$1,010.00
\$205,000.01	\$210,000.00	\$1,025.00	\$1,125.00	\$1,025.00
\$210,000.01	\$215,000.00	\$1,040.00	\$1,141.50	\$1,040.00
\$215,000.01	\$220,000.00	\$1,055.00	\$1,158.00	\$1,055.00
\$220,000.01	\$225,000.00	\$1,070.00	\$1,174.50	\$1,070.00
\$225,000.01	\$230,000.00	\$1,085.00	\$1,191.00	\$1,085.00
\$230,000.01	\$235,000.00	\$1,100.00	\$1,207.50	\$1,100.00
\$235,000.01	\$240,000.00	\$1,115.00	\$1,224.00	\$1,115.00
\$240,000.01	\$245,000.00	\$1,130.00	\$1,240.50	\$1,130.00
\$245,000.01	\$250,000.00	\$1,145.00	\$1,257.00	\$1,145.00
\$250,000.01	\$260,000.00	\$1,170.00	\$1,284.50	\$1,170.00
\$260,000.01	\$270,000.00	\$1,195.00	\$1,312.00	\$1,195.00
\$270,000.01	\$280,000.00	\$1,220.00	\$1,339.50	\$1,220.00
\$280,000.01	\$290,000.00	\$1,245.00	\$1,367.00	\$1,245.00
\$290,000.01	\$300,000.00	\$1,270.00	\$1,394.50	\$1,270.00
\$300,000.01	\$310,000.00	\$1,295.00	\$1,422.00	\$1,295.00
\$310,000.01	\$320,000.00	\$1,320.00	\$1,449.50	\$1,320.00
\$320,000.01	\$330,000.00	\$1,345.00	\$1,477.00	\$1,345.00
\$330,000.01	\$340,000.00	\$1,370.00	\$1,504.50	\$1,370.00
\$340,000.01	\$350,000.00	\$1,395.00	\$1,532.00	\$1,395.00
\$350,000.01	\$360,000.00	\$1,420.00	\$1,559.50	\$1,420.00
\$360,000.01	\$370,000.00	\$1,445.00	\$1,587.00	\$1,445.00
\$370,000.01	\$380,000.00	\$1,470.00	\$1,614.50	\$1,470.00
\$380,000.01	\$390,000.00	\$1,495.00	\$1,642.00	\$1,495.00
\$390,000.01	\$400,000.00	\$1,520.00	\$1,669.50	\$1,520.00
\$400,000.01	\$410,000.00	\$1,545.00	\$1,697.00	\$1,545.00
\$410,000.01	\$420,000.00	\$1,570.00	\$1,724.50	\$1,570.00
\$420,000.01	\$430,000.00	\$1,595.00	\$1,752.00	\$1,595.00
\$430,000.01	\$440,000.00	\$1,620.00	\$1,779.50	\$1,620.00

\$450,000.00	\$1,645.00	\$1,807.00	\$1,645.00
\$460,000.00	\$1,670.00	\$1,834.50	\$1,670.00
\$470,000.00	\$1,695.00	\$1,862.00	\$1,695.00
\$480,000.00	\$1,720.00	\$1,889.50	\$1,720.00
\$490,000.00	\$1,745.00	\$1,917.00	\$1,745.00
\$500,000.00	\$1,770.00	\$1,944.50	\$1,770.00
\$525,000.00	\$1,826.25	\$2,007.00	\$1,826.25
\$550,000.00	\$1,882.50	\$2,069.50	\$1,882.50
\$575,000.00	\$1,938.75	\$2,132.00	\$1,938.75
\$600,000.00	\$1,995.00	\$2,194.50	\$1,995.00
\$625,000.00	\$2,051.25	\$2,257.00	\$2,051.25
\$650,000.00	\$2,107.50	\$2,319.50	\$2,107.50
\$675,000.00	\$2,163.75	\$2,382.00	\$2,163.75
\$700,000.00	\$2,220.00	\$2,444.50	\$2,220.00
\$725,000.00	\$2,276.25	\$2,507.00	\$2,276.25
\$750,000.00	\$2,332.50	\$2,569.50	\$2,332.50
\$800,000.00		\$2,694.50	\$2,445.00
\$850,000.00		\$2,819.50	\$2,557.50
			\$2,670.00
\$950,000.00			\$2,782.50
			\$2,895.00
\$1,100,000.00			\$3,045.00
\$1,200,000.00			\$3,195.00
			\$3,345.00
			\$3,495.00
			\$3,645.00
			\$3,795.00
			\$3,945.00
			\$4,095.00
		<b>•</b> • • • • • •	\$4,245.00
			\$4,395.00
			\$4,545.00
			\$4,695.00
\$2,300,000.00			\$4,845.00
\$2,400,000.00			\$4,995.00
		\$5,819.50	\$5,145.00
\$2,600,000.00			\$5,295.00
			\$5,445.00
			\$5,595.00
			\$5,745.00
			\$5,895.00
\$3,100,000.00	\$6,045.00	\$6,869.50	\$6,045.00
	\$460,000.00         \$470,000.00         \$480,000.00         \$490,000.00         \$500,000.00         \$550,000.00         \$575,000.00         \$600,000.00         \$675,000.00         \$675,000.00         \$700,000.00         \$725,000.00         \$750,000.00         \$750,000.00         \$750,000.00         \$750,000.00         \$750,000.00         \$750,000.00         \$800,000.00         \$800,000.00         \$1,000,000.00         \$1,000,000.00         \$1,200,000.00         \$1,300,000.00         \$1,300,000.00         \$1,400,000.00         \$1,400,000.00         \$1,500,000.00         \$1,600,000.00         \$1,800,000.00         \$1,800,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00         \$2,000,000.00	\$460,000.00         \$1,670.00           \$470,000.00         \$1,695.00           \$480,000.00         \$1,720.00           \$490,000.00         \$1,745.00           \$500,000.00         \$1,770.00           \$525,000.00         \$1,826.25           \$550,000.00         \$1,882.50           \$575,000.00         \$1,938.75           \$600,000.00         \$1,995.00           \$625,000.00         \$2,107.50           \$675,000.00         \$2,220.00           \$725,000.00         \$2,232.50           \$800,000.00         \$2,445.00           \$800,000.00         \$2,557.50           \$900,000.00         \$2,670.00           \$2,557.50         \$900,000.00           \$1,200,000.00         \$2,895.00           \$1,100,000.00         \$3,045.00           \$1,200,000.00         \$3,345.00           \$1,200,000.00         \$3,345.00           \$1,300,000.00         \$3,495.00           \$1,400,000.00         \$3,495.00           \$1,900,000.00         \$3,495.00           \$1,900,000.00         \$3,495.00           \$1,900,000.00         \$3,495.00           \$1,900,000.00         \$4,995.00           \$2,000,000.00         \$4,995.00 <td>\$460,000.00         \$1,670.00         \$1,834.50           \$470,000.00         \$1,695.00         \$1,862.00           \$480,000.00         \$1,720.00         \$1,889.50           \$490,000.00         \$1,745.00         \$1,917.00           \$500,000.00         \$1,770.00         \$1,944.50           \$525,000.00         \$1,826.25         \$2,007.00           \$550,000.00         \$1,882.50         \$2,069.50           \$575,000.00         \$1,938.75         \$2,132.00           \$600,000.00         \$2,051.25         \$2,257.00           \$6550,000.00         \$2,107.50         \$2,319.50           \$675,000.00         \$2,220.00         \$2,444.50           \$7725,000.00         \$2,276.25         \$2,507.00           \$750,000.00         \$2,32.50         \$2,694.50           \$860,000.00         \$2,670.00         \$2,944.50           \$950,000.00         \$2,782.50         \$3,069.50           \$1,000,000.00         \$2,895.00         \$3,194.50           \$1,000,000.00         \$2,895.00         \$3,194.50           \$1,000,000.00         \$3,495.00         \$3,544.50           \$1,000,000.00         \$3,495.00         \$3,645.50           \$1,000,000.00         \$3,645.00         \$4,693.50</td>	\$460,000.00         \$1,670.00         \$1,834.50           \$470,000.00         \$1,695.00         \$1,862.00           \$480,000.00         \$1,720.00         \$1,889.50           \$490,000.00         \$1,745.00         \$1,917.00           \$500,000.00         \$1,770.00         \$1,944.50           \$525,000.00         \$1,826.25         \$2,007.00           \$550,000.00         \$1,882.50         \$2,069.50           \$575,000.00         \$1,938.75         \$2,132.00           \$600,000.00         \$2,051.25         \$2,257.00           \$6550,000.00         \$2,107.50         \$2,319.50           \$675,000.00         \$2,220.00         \$2,444.50           \$7725,000.00         \$2,276.25         \$2,507.00           \$750,000.00         \$2,32.50         \$2,694.50           \$860,000.00         \$2,670.00         \$2,944.50           \$950,000.00         \$2,782.50         \$3,069.50           \$1,000,000.00         \$2,895.00         \$3,194.50           \$1,000,000.00         \$2,895.00         \$3,194.50           \$1,000,000.00         \$3,495.00         \$3,544.50           \$1,000,000.00         \$3,495.00         \$3,645.50           \$1,000,000.00         \$3,645.00         \$4,693.50

<b>#</b> 0.400.000.01	<b>\$2,000,000,00</b>	<b>#</b> 0.405.00	<b>\$7.044.50</b>	<b>\$</b> 0,405,00
\$3,100,000.01	\$3,200,000.00	\$6,195.00	\$7,044.50	\$6,195.00
\$3,200,000.01	\$3,300,000.00	\$6,345.00	\$7,219.50	\$6,345.00
\$3,300,000.01	\$3,400,000.00	\$6,495.00	\$7,394.50	\$6,495.00
\$3,400,000.01	\$3,500,000.00	\$6,645.00	\$7,569.50	\$6,645.00
\$3,500,000.01	\$3,600,000.00	\$6,795.00	\$7,744.50	\$6,795.00
\$3,600,000.01	\$3,700,000.00	\$6,945.00	\$7,919.50	\$6,945.00
\$3,700,000.01	\$3,800,000.00	\$7,095.00	\$8,094.50	\$7,095.00
\$3,800,000.01	\$3,900,000.00	\$7,245.00	\$8,269.50	\$7,245.00
\$3,900,000.01	\$4,000,000.00	\$7,395.00	\$8,444.50	\$7,395.00
\$4,000,000.01	\$4,100,000.00	\$7,545.00	\$8,619.50	\$7,545.00
\$4,100,000.01	\$4,200,000.00	\$7,695.00	\$8,794.50	\$7,695.00
\$4,200,000.01	\$4,300,000.00	\$7,845.00	\$8,969.50	\$7,845.00
\$4,300,000.01	\$4,400,000.00	\$7,995.00	\$9,144.50	\$7,995.00
\$4,400,000.01	\$4,500,000.00	\$8,145.00	\$9,319.50	\$8,145.00
\$4,500,000.01	\$4,600,000.00	\$8,295.00	\$9,494.50	\$8,295.00
\$4,600,000.01	\$4,700,000.00	\$8,445.00	\$9,669.50	\$8,445.00
\$4,700,000.01	\$4,800,000.00	\$8,595.00	\$9,844.50	\$8,595.00
\$4,800,000.01	\$4,900,000.00	\$8,745.00	\$10,019.50	\$8,745.00
\$4,900,000.01	\$5,000,000.00	\$8,895.00	\$10,194.50	\$8,895.00

# SECTION I REMAINING COUNTIES WITH A POPULATION IN EXCESS OF 10,000

Except as set forth in Section C, the Rates, Charges, and fees set forth in Section I apply to all transactions involving property in the remaining counties in the state of Kansas (not specifically referenced within Sections D, E, F, G, and H of this Schedule) with a population in excess of 10,000 as determined by the United States Census Bureau.

- I.1 <u>OWNER'S INSURANCE</u>
  - (a) Owner's Policy Other Than Those Addressed in Another Section

The Rate for an Owner's Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section I.6.

(b) Concurrent (Simultaneous-Issue) Leasehold Owner's Policy

When a leasehold Owner's Policy is issued concurrently with a fee Owner's Policy covering the same property, the Charge for the fee Owner's Policy is as set forth in Section I.6.

When the amount of Insurance for the leasehold Owner's Policy is the same as or less than that for the fee Owner's Policy, the Charge is 30% of the Rate set forth in Section I.6, for the leasehold Owner's Policy covering a Residential property. For a Commercial property, the Charge is also 30% of the Rate set forth in Section I.6, subject to a minimum Charge of \$250. On the leasehold Owner's Policy, liability in excess of the amount of the fee Owner's Policy will be billed at the Rate in Section I.6 at the tier level of the excess liability.

(c) Conversion of an Insured Leasehold Estate to a Fee Estate - Commercial Only

When the owner of a leasehold estate insured by the Company acquires the fee estate encumbered by the lease, a new Owner's Policy may be issued to the same insured covering the fee estate on the same property for the following Rate:

For Commercial properties:

Time Between Date Of Leasehold Policy And Acquisition Of The Fee Estate	Rate
Less than one year	\$200
One to five years	\$500
More than five years	Section I.6 Rates

The Rates above apply when the amount of insurance for the new fee Owner's Policy is the same or less than the amount of insurance on the previously issued leasehold Owner's Policy. The Rate for leasehold Owner's Policy liability in excess of the amount of the fee Owner's Policy is the Rate in Section I.6 applicable at the tier level of the excess liability.

The new fee Owner's Policy must contain all of the Standard Exceptions as to matters after the date of policy on the previously issued leasehold Owner's Policy. All endorsements issued with the leasehold Owner's Policy may be reissued with the fee Owner's Policy as long as the coverage provided by the endorsements is limited to the Date of Policy on the previously issued leasehold Owner's Policy. In order for this section to apply, no additional endorsements, other than those endorsements issued with the leasehold Owner's Policy. If the Insured requires additional endorsements, the rates for those endorsements shall be charged pursuant to Appendix A.

Not available for Residential properties.

### I.2 LENDER'S INSURANCE

(a) Loan Policy Other Than a Loan Policy Addressed In Another Section

The Rate for a Loan Policy, unless otherwise expressly provided in this Schedule, is as set forth in Section I.6.

(b) Concurrent (Simultaneous-Issue) Loan Policy

This section applies when a Loan Policy is issued concurrently with an Owner's Policy as part of the same transaction, and both the Loan Policy and Owner's Policy are written on the Company. The Charge for the Owner's Policy shall be calculated at the applicable Owner's Policy Rate and the Charge for the Loan Policy is as follows:

- 1. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 2. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section I.3(b) will apply).

- 3. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy <u>is</u> described as land in the Owner's Policy.
- 4. This Charge applies if the Loan Policy is for an amount exceeding the amount of the Owner's Policy, and the Loan Policy describes additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section I.3(b) will apply).

When a transaction involves more than one Loan Policy, the above Charges shall apply to the Loan Policy issued in the largest amount. The following Charges shall apply to the remaining concurrently issued Loan Policies:

- 5. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 6. This Charge applies if the total of all concurrent Loan Policies is for an amount not exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section I.3(b) will apply).
- 7. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and all of the property described as land in all of the concurrent Loan Policies <u>is</u> described as land in the Owner's Policy.
- 8. This Charge applies if the total of all concurrent Loan Policies is for an amount exceeding the amount of the Owner's Policy, and the concurrent Loan Policies describe additional land that is <u>not</u> described within the Owner's Policy (additional tract Charges from Section I.3(b) will apply).

### **Residential and Commercial**

- 3. \$125 plus the Rate shown in Section I.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
- 4. \$225 plus the Rate shown in Section I.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
- 5. \$125 per additional Loan Policy
- 6. \$225 per additional Loan Policy
- 7. \$125 per additional Loan Policy plus the Rate shown in Section I.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
- 8. \$225 per additional Loan Policy plus the Rate shown in Section I.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
  - (c) Concurrent (Simultaneous-Issue) Leasehold Loan Policy Commercial Only

When a leasehold Loan Policy is issued concurrently to the same insured with a fee Loan Policy covering the identical property and for an amount not exceeding the fee Loan Policy liability amount, the Charge

<sup>1. \$125</sup> 

<sup>2. \$225</sup> 

for the leasehold Loan Policy for a Commercial property is \$125 if the amount of insurance is \$500,000 or less. This Rate is not available for a Residential property.

# (d) ALTA Residential Limited Coverage Mortgage Modification Policy

The Rate for an ALTA Residential Limited Coverage Mortgage Modification Policy shall be:

Amount of Insurance	Rate
Up to and including \$1,000,000	\$125
\$1,000,001 to \$1,500,000	\$250
\$1,500,001 to \$2,000,000	\$350

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

(e) ALTA Residential Limited Coverage Junior Loan Policy

For second or lessor priority mortgage loan transactions involving Residential properties, the Rate for an ALTA Residential Limited Coverage Junior Loan Policy is set forth below and applies to the face amount of such mortgage. This policy is unavailable for loan transactions in which the face amount of the mortgage exceeds \$300,000. Concurrent Rates do not apply.

Loan Amount	Rate
Up to and including \$75,000	\$125
\$75,001 to \$150,000	\$140
Over \$150,000	\$250

(f) Home Equity And Second Mortgage - Residential Only

For Residential properties, the Rate in Section I.6 (column 3) applies to Loan Policies issued on home equity loans and second mortgage loans not concurrently issued with an Owner's Policy. Not applicable to Commercial properties.

# I.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charge

This Charge applies if the Company does the Out-of-County search, and the county at issue has a population of 10,000 or less as determined by the United States Census Bureau.

Residential	Commercial
\$200	\$200

# (b) Multiple Tract Charge

This section applies when the premises to be insured consist of multiple tracts coming from separate chains of title.

Residential	Commercial
\$150 per additional tract	\$150 per additional tract

#### (c) Commitment Production Charge

This section applies where an Owner's Policy or Loan Policy is contemplated within six months of the Commitment date. The Charge shall be credited toward the Charge due for any policy issued pursuant to the Commitment. If a policy is never issued, this Charge shall apply as the cancellation Charge.

Residential	Commercial
\$225	\$225

#### (d) Update Charge

This section applies to an amended Commitment reflecting newly revised requirements and/or exceptions.

Residential	Commercial
\$50	\$50

#### (e) Cancellation Charge

Residential	Commercial
\$125, but see Section I.3(c) above	N/A

#### I.4 <u>GUARANTEES</u>

(a) CLTA Guarantee

The Charge for a CLTA Guarantee, Form Number 28 - Condition of Title, is as follows:

Residential	Commercial
\$225	\$225

#### (b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

Residential	Commercial
\$200	\$200

#### I.5 <u>ESCROW</u>

(a) Residential - Basic Escrow Fees

The fees below may be allocated by agreement between the seller and buyer.

1. Sale With New Loan

The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries, and disbursements. Charges for FHA, VA, and similar government programs may be reduced as necessary due to program requirements. This applies when closing both seller and new loans.

Seller	Buyer	Total
N/A	N/A	\$400

2. Cash Sale

Seller	Buyer	Total
N/A	N/A	\$350

3. Loan Only

This section applies except where Section I.5(c)(1) applies. The fee below includes preparation of settlement statements (HUD-1/CD), processing packages, deliveries and disbursements. Charges for FHA, VA and similar government programs may be reduced as necessary due to program requirements.

Seller	Buyer	Total
N/A	N/A	\$350

#### 4. Contract For Deed/Installment Sales Contracts

This Fee is for closing only. Set-up fees for permanent escrow of deed and/or for periodic payments will be charged separately by the provider selected by the parties.

Seller	Buyer	Total
N/A	N/A	\$350

#### 5. Short Sale

This section applies to transactions in which the seller has/is negotiating for a payoff that is less than that owed to one or more mortgage lienholders.

Seller	Buyer	Total
N/A	N/A	\$400

#### 6. Owner Finance

This section applies to owner finance, excluding contract for deed/installment sale contracts.

Seller	Buyer	Total
N/A	N/A	\$400

(b) Commercial - Basic Escrow Fees

1. Sale

The fee includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds.

The fees below may be allocated by agreement between the parties. In the event of no agreement, buyer and seller will each pay half of the total fee.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	N/A	\$350
\$500,000.01 to \$1,000,000	N/A	N/A	\$500

#### 2. Refinance

The fee includes preparation of escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement and disbursement of funds. No sale is involved.

Amount	Seller	Buyer	Total
Up to and including \$500,000	N/A	N/A	\$350
\$500,000.01 to \$1,000,000	N/A	N/A	\$500

#### (c) Residential And Commercial - Surcharges

The fees below may be allocated by agreement between the seller and buyer. These fees are in addition to the Basic Escrow Fees set forth in Sections I.5(a) and (b) above.

#### 1. Second MTG/DOT/HELOC

This section applies when closed in conjunction with the closing of another loan.

Transaction	Seller	Buyer	Total
Second MTG/DOT/HELOC	N/A	N/A	\$150

#### 2. For Sale By Owner Facilitation Fee

This section applies to transactions in which neither party is represented by an attorney or real estate broker in addition to the above buyer and seller closing fee.

Transaction	Seller	Buyer	Total
For Sale By Owner Facilitation Fee	N/A	N/A	\$50

#### 3. After-Hours Closing

This section applies to closings or funding conducted after 6:00 p.m., on weekends or holidays for the convenience of the customer/lender.

Transaction	Seller	Buyer	Total
After-Hours Closing	\$100	\$100	Depends on the number of parties requesting after-hours service

#### 4. Mobile Home or Manufactured Housing

In conjunction with a request for an ALTA 7.0. The Charge for the ALTA 7.0 is set forth in Appendix A.

Transaction	Seller	Buyer	Total
Mobile Home or Manufactured Housing	N/A	N/A	\$100

#### 5. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

Transaction	Seller	Buyer	Total
Excess Wire Fee / Courier Delivery Fee	\$20/each	\$20/each	Depends on the number of deliveries and wires

# 6. Mail Out Fee

When closing packages or deeds or other documents must be mailed out (or e-mailed) for signatures, this fee will apply for each physical address or e-mail address employed.

Transaction	Seller	Buyer	Total
Mail Out Fee	\$20/each	\$20/each	Depends on the number of physical addresses or e-mail addresses employed

# 7. Mobile Closing Fee

Transaction	Seller	Buyer	Total
Mobile Closing Fee	\$100	\$100	Depends on the number of parties requesting a mobile closing

#### (d) Residential And Commercial - Miscellaneous Services

The fees below may be allocated by agreement between the seller and buyer.

1. Accommodation/Witness Closing

No settlement statement (HUD-1/CD) or disbursement.

Transaction	Seller	Buyer	Total
Accommodation/Witness Closing	N/A	N/A	\$200

#### 2. Prepare Settlement Statement (CD) & / or Disburse

Transaction	Seller	Buyer	Total
Prepare Settlement Statement (CD) & / or Disburse	N/A	N/A	\$350

#### 3. Escrow For Lender Requirements

Transaction	Seller	Buyer	Total
Escrow For Lender Requirements	N/A	N/A	\$100

#### 4. Escrow For Completion

New Construction.

Transaction	Seller	Buyer	Total
Escrow For Completion	N/A	N/A	\$100

#### 5. Indemnity Deposit - Required for Title Issues

Transaction	Seller	Buyer	Total
Indemnity Deposit - Required for Title Issues	N/A	N/A	\$100

6. Document Preparation Fees (KS Only)

In connection with a title order. Fee per curative document, i.e., POA's or deeds excess of one.

Transaction	Seller	Buyer	Total
Document Preparation Fees	N/A	N/A	\$75/document

#### 7. Closing Protection Letter - MO

Transaction	Seller	Buyer	Total
Closing Protection Letter - MO	\$25	\$25	\$50

8. Closing Protection Letter - KS

Transaction	Seller	Buyer	Total
Closing Protection Letter - KS	\$0	\$0	\$0

#### 9. Interest Bearing Account Set-Up Fee

Transaction	Seller	Buyer	Total
Interest Bearing Account Set-Up Fee	N/A	N/A	\$100

#### 10. Language Translator Service

This is the service fee for arranging and does not include translator's fee.

Transaction	Seller	Buyer	Total
Language Translator Service	N/A	N/A	\$50

#### 11. Miscellaneous Bill Payment

The fee for additional checks for payment of bills not required to insure title is as follows:

Transaction	Seller	Buyer	Total
Miscellaneous Bill Payment	\$10/each	\$10/each	Varies depending on the number of bill payments

#### I.6 <u>RATES</u>

		Column 1	Column 2	Column 3
			EAGLE® OWNER'S	
Minimum Amount		Rates	POLICY Rates	Rates
\$0.00	\$20,000.00	\$275.00	\$300.00	\$275.00
\$20,000.01	\$25,000.00	\$300.00	\$327.50	\$300.00
\$25,000.01	\$30,000.00	\$325.00	\$355.00	\$325.00
\$30,000.01	\$35,000.00	\$350.00	\$382.50	\$350.00
\$35,000.01	\$40,000.00	\$375.00	\$410.00	\$375.00
\$40,000.01	\$45,000.00	\$400.00	\$437.50	\$400.00
\$45,000.01	\$50,000.00	\$425.00	\$465.00	\$425.00
\$50,000.01	\$55,000.00	\$445.00	\$487.00	\$445.00
\$55,000.01	\$60,000.00	\$465.00	\$509.00	\$465.00
\$60,000.01	\$65,000.00	\$485.00	\$531.00	\$485.00
\$65,000.01	\$70,000.00	\$505.00	\$553.00	\$505.00
\$70,000.01	\$75,000.00	\$525.00	\$575.00	\$525.00
\$75,000.01	\$80,000.00	\$545.00	\$597.00	\$545.00
\$80,000.01	\$85,000.00	\$565.00	\$619.00	\$565.00

		Column 1	Column 2	Column 3
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	LOAN POLICY Rates
\$85,000.01	\$90,000.00	\$585.00	\$641.00	\$585.00
\$90,000.01	\$95,000.00	\$605.00	\$663.00	\$605.00
\$95,000.01	\$100,000.00	\$625.00	\$685.00	\$625.00
\$100,000.01	\$105,000.00	\$645.00	\$707.00	\$645.00
\$105,000.01	\$110,000.00	\$665.00	\$729.00	\$665.00
\$110,000.01	\$115,000.00	\$685.00	\$751.00	\$685.00
\$115,000.01	\$120,000.00	\$705.00	\$773.00	\$705.00
\$120,000.01	\$125,000.00	\$725.00	\$795.00	\$725.00
\$125,000.01	\$130,000.00	\$745.00	\$817.00	\$745.00
\$130,000.01	\$135,000.00	\$765.00	\$839.00	\$765.00
\$135,000.01	\$140,000.00	\$785.00	\$861.00	\$785.00
\$140,000.01	\$145,000.00	\$805.00	\$883.00	\$805.00
\$145,000.01	\$150,000.00	\$825.00	\$905.00	\$825.00
\$150,000.01	\$155,000.00	\$845.00	\$927.00	\$845.00
\$155,000.01	\$160,000.00	\$865.00	\$949.00	\$865.00
\$160,000.01	\$165,000.00	\$885.00	\$971.00	\$885.00
\$165,000.01	\$170,000.00	\$905.00	\$993.00	\$905.00
\$170,000.01	\$175,000.00	\$920.00	\$1,009.50	\$920.00
\$175,000.01	\$180,000.00	\$935.00	\$1,026.00	\$935.00
\$180,000.01	\$185,000.00	\$950.00	\$1,042.50	\$950.00
\$185,000.01	\$190,000.00	\$965.00	\$1,059.00	\$965.00
\$190,000.01	\$195,000.00	\$980.00	\$1,075.50	\$980.00
\$195,000.01	\$200,000.00	\$995.00	\$1,092.00	\$995.00
\$200,000.01	\$205,000.00	\$1,010.00	\$1,108.50	\$1,010.00
\$205,000.01	\$210,000.00	\$1,025.00	\$1,125.00	\$1,025.00
\$210,000.01	\$215,000.00	\$1,040.00	\$1,141.50	\$1,040.00
\$215,000.01	\$220,000.00	\$1,055.00	\$1,158.00	\$1,055.00
\$220,000.01	\$225,000.00	\$1,070.00	\$1,174.50	\$1,070.00
\$225,000.01	\$230,000.00	\$1,085.00	\$1,191.00	\$1,085.00
\$230,000.01	\$235,000.00	\$1,100.00	\$1,207.50	\$1,100.00
\$235,000.01	\$240,000.00	\$1,115.00	\$1,224.00	\$1,115.00
\$240,000.01	\$245,000.00	\$1,130.00	\$1,240.50	\$1,130.00
\$245,000.01	\$250,000.00	\$1,145.00	\$1,257.00	\$1,145.00
\$250,000.01	\$260,000.00	\$1,170.00	\$1,284.50	\$1,170.00
\$260,000.01	\$270,000.00	\$1,195.00	\$1,312.00	\$1,195.00
\$270,000.01	\$280,000.00	\$1,220.00	\$1,339.50	\$1,220.00
\$280,000.01	\$290,000.00	\$1,245.00	\$1,367.00	\$1,245.00
\$290,000.01	\$300,000.00	\$1,270.00	\$1,394.50	\$1,270.00
\$300,000.01	\$310,000.00	\$1,295.00	\$1,422.00	\$1,295.00

		Column 1	Column 2	Column 3
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	LOAN POLICY Rates
\$310,000.01	\$320,000.00	\$1,320.00	\$1,449.50	\$1,320.00
\$320,000.01	\$330,000.00	\$1,345.00	\$1,477.00	\$1,345.00
\$330,000.01	\$340,000.00	\$1,370.00	\$1,504.50	\$1,370.00
\$340,000.01	\$350,000.00	\$1,395.00	\$1,532.00	\$1,395.00
\$350,000.01	\$360,000.00	\$1,420.00	\$1,559.50	\$1,420.00
\$360,000.01	\$370,000.00	\$1,445.00	\$1,587.00	\$1,445.00
\$370,000.01	\$380,000.00	\$1,470.00	\$1,614.50	\$1,470.00
\$380,000.01	\$390,000.00	\$1,495.00	\$1,642.00	\$1,495.00
\$390,000.01	\$400,000.00	\$1,520.00	\$1,669.50	\$1,520.00
\$400,000.01	\$410,000.00	\$1,545.00	\$1,697.00	\$1,545.00
\$410,000.01	\$420,000.00	\$1,570.00	\$1,724.50	\$1,570.00
\$420,000.01	\$430,000.00	\$1,595.00	\$1,752.00	\$1,595.00
\$430,000.01	\$440,000.00	\$1,620.00	\$1,779.50	\$1,620.00
\$440,000.01	\$450,000.00	\$1,645.00	\$1,807.00	\$1,645.00
\$450,000.01	\$460,000.00	\$1,670.00	\$1,834.50	\$1,670.00
\$460,000.01	\$470,000.00	\$1,695.00	\$1,862.00	\$1,695.00
\$470,000.01	\$480,000.00	\$1,720.00	\$1,889.50	\$1,720.00
\$480,000.01	\$490,000.00	\$1,745.00	\$1,917.00	\$1,745.00
\$490,000.01	\$500,000.00	\$1,770.00	\$1,944.50	\$1,770.00
\$500,000.01	\$525,000.00	\$1,826.25	\$2,007.00	\$1,826.25
\$525,000.01	\$550,000.00	\$1,882.50	\$2,069.50	\$1,882.50
\$550,000.01	\$575,000.00	\$1,938.75	\$2,132.00	\$1,938.75
\$575,000.01	\$600,000.00	\$1,995.00	\$2,194.50	\$1,995.00
\$600,000.01	\$625,000.00	\$2,051.25	\$2,257.00	\$2,051.25
\$625,000.01	\$650,000.00	\$2,107.50	\$2,319.50	\$2,107.50
\$650,000.01	\$675,000.00	\$2,163.75	\$2,382.00	\$2,163.75
\$675,000.01	\$700,000.00	\$2,220.00	\$2,444.50	\$2,220.00
\$700,000.01	\$725,000.00	\$2,276.25	\$2,507.00	\$2,276.25
\$725,000.01	\$750,000.00	\$2,332.50	\$2,569.50	\$2,332.50
\$750,000.01	\$800,000.00	\$2,445.00	\$2,694.50	\$2,445.00
\$800,000.01	\$850,000.00	\$2,557.50	\$2,819.50	\$2,557.50
\$850,000.01	\$900,000.00	\$2,670.00	\$2,944.50	\$2,670.00
\$900,000.01	\$950,000.00	\$2,782.50	\$3,069.50	\$2,782.50
\$950,000.01	\$1,000,000.00	\$2,895.00	\$3,194.50	\$2,895.00
\$1,000,000.01	\$1,100,000.00	\$3,045.00	\$3,369.50	\$3,045.00
\$1,100,000.01	\$1,200,000.00	\$3,195.00	\$3,544.50	\$3,195.00
\$1,200,000.01	\$1,300,000.00	\$3,345.00	\$3,719.50	\$3,345.00
\$1,300,000.01	\$1,400,000.00	\$3,495.00	\$3,894.50	\$3,495.00

		Column 1	Column 2	Column 3
Minimum Amount	Maximum Amount	NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	LOAN POLICY Rates
\$1,400,000.01	\$1,500,000.00	\$3,645.00	\$4,069.50	\$3,645.00
\$1,500,000.01	\$1,600,000.00	\$3,795.00	\$4,244.50	\$3,795.00
\$1,600,000.01	\$1,700,000.00	\$3,945.00	\$4,419.50	\$3,945.00
\$1,700,000.01	\$1,800,000.00	\$4,095.00	\$4,594.50	\$4,095.00
\$1,800,000.01	\$1,900,000.00	\$4,245.00	\$4,769.50	\$4,245.00
\$1,900,000.01	\$2,000,000.00	\$4,395.00	\$4,944.50	\$4,395.00
\$2,000,000.01	\$2,100,000.00	\$4,545.00	\$5,119.50	\$4,545.00
\$2,100,000.01	\$2,200,000.00	\$4,695.00	\$5,294.50	\$4,695.00
\$2,200,000.01	\$2,300,000.00	\$4,845.00	\$5,469.50	\$4,845.00
\$2,300,000.01	\$2,400,000.00	\$4,995.00	\$5,644.50	\$4,995.00
\$2,400,000.01	\$2,500,000.00	\$5,145.00	\$5,819.50	\$5,145.00
\$2,500,000.01	\$2,600,000.00	\$5,295.00	\$5,994.50	\$5,295.00
\$2,600,000.01	\$2,700,000.00	\$5,445.00	\$6,169.50	\$5,445.00
\$2,700,000.01	\$2,800,000.00	\$5,595.00	\$6,344.50	\$5,595.00
\$2,800,000.01	\$2,900,000.00	\$5,745.00	\$6,519.50	\$5,745.00
\$2,900,000.01	\$3,000,000.00	\$5,895.00	\$6,694.50	\$5,895.00
\$3,000,000.01	\$3,100,000.00	\$6,045.00	\$6,869.50	\$6,045.00
\$3,100,000.01	\$3,200,000.00	\$6,195.00	\$7,044.50	\$6,195.00
\$3,200,000.01	\$3,300,000.00	\$6,345.00	\$7,219.50	\$6,345.00
\$3,300,000.01	\$3,400,000.00	\$6,495.00	\$7,394.50	\$6,495.00
\$3,400,000.01	\$3,500,000.00	\$6,645.00	\$7,569.50	\$6,645.00
\$3,500,000.01	\$3,600,000.00	\$6,795.00	\$7,744.50	\$6,795.00
\$3,600,000.01	\$3,700,000.00	\$6,945.00	\$7,919.50	\$6,945.00
\$3,700,000.01	\$3,800,000.00	\$7,095.00	\$8,094.50	\$7,095.00
\$3,800,000.01	\$3,900,000.00	\$7,245.00	\$8,269.50	\$7,245.00
\$3,900,000.01	\$4,000,000.00	\$7,395.00	\$8,444.50	\$7,395.00
\$4,000,000.01	\$4,100,000.00	\$7,545.00	\$8,619.50	\$7,545.00
\$4,100,000.01	\$4,200,000.00	\$7,695.00	\$8,794.50	\$7,695.00
\$4,200,000.01	\$4,300,000.00	\$7,845.00	\$8,969.50	\$7,845.00
\$4,300,000.01	\$4,400,000.00	\$7,995.00	\$9,144.50	\$7,995.00
\$4,400,000.01	\$4,500,000.00	\$8,145.00	\$9,319.50	\$8,145.00
\$4,500,000.01	\$4,600,000.00	\$8,295.00	\$9,494.50	\$8,295.00
\$4,600,000.01	\$4,700,000.00	\$8,445.00	\$9,669.50	\$8,445.00
\$4,700,000.01	\$4,800,000.00	\$8,595.00	\$9,844.50	\$8,595.00
\$4,800,000.01	\$4,900,000.00	\$8,745.00	\$10,019.50	\$8,745.00
\$4,900,000.01	\$5,000,000.00	\$8,895.00	\$10,194.50	\$8,895.00

#### APPENDIX A ENDORSEMENT RATES

Filed endorsement Charges are as set forth in the charts below. The Charges contained herein are keyed to the coverages specifically referred to in each endorsement. Additional Charges may be made for inspections or additional work where warranted. Whenever a particular endorsement is modified to cover some other estate or interest than that described in the existing endorsement, a special price must be obtained for such modified endorsement to conform to the type of policy issued or coverage given.

As used in this chart, N/A = Not applicable and percentages refer to a percentage of the Rate based on the amount of insurance of the title insurance policy for which the endorsement is applicable, unless otherwise indicated.

Endorsements will be issued only if underwriting requirements are satisfied.

Endorsements may be issued subsequent to policy issuance on Commercial property. Where updated search work or underwriting is required for the issuance of the post-policy endorsement, the Company may Charge 10-25% of the applicable Rate set forth in the tables above. Not available for Residential properties.

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	1-06		Street Assessments	Owner - N/A	Owner - N/A
				Loan - \$75	Loan - \$150
				Owner - \$100 or	
	3-06		Zoning	5% up to \$1000	Owner - \$500
	0.00			Loan - \$100 or 5%	Loan - \$500
				up to \$1000	
				Owner - \$250 or	
	3.1-06		Zoning - Completed Structure	10% up to \$2500	Owner - \$750
	0.1 00		Zennig Completed Ordelate	Loan - \$250 or	Loan - \$750
				10% up to \$2500	
				Owner - \$500 or	
	3.2-06		Zoning - Land Under Development	10% up to \$2500	Owner - \$1,000
	3.2-00	20		Loan - \$500 or	Loan - \$750
				10% up to \$2500	
				Owner - \$250 or	
	3.3-06		Zoning - Completed Improvement -	10% up to \$2500	Owner - \$750
	3.3-06 No	Non-Conforming Use	Loan - \$250 or	Loan - \$750	
			_	10% up to \$2500	
				Owner - \$250 or	
	3.4-06		Zoning - No Zoning Classification	10% up to \$2500	Owner - \$750
	3.4-00			Loan - \$250 or	Loan - \$750
				10% up to \$2500	
	4-06		Condominium Accordenante Brievity	Owner - N/A	Owner - N/A
	4-06		Condominium - Assessments Priority	Loan - \$75	Loan - \$150
	4.1.06		Condeminium Current Appagements	Owner - \$75	Owner - \$150
	4.1-06		Condominium - Current Assessments	Loan - \$75	Loan - \$150
	5.06		Planned Unit Development -	Owner - N/A	Owner - N/A
	5-06		Assessments Priority	Loan - \$75	Loan - \$150
	5.1-06		Planned Unit Development - Current	Owner - \$0	Owner - \$150
	5.1-06		Assessments	Loan - \$0	Loan - \$150

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	6-06		Variable Rate Mortgage	Owner - N/A	Owner - N/A
	0.00		Vallable Rate Mongage	Loan - \$0	Loan - \$150
	6.2-06		Variable Rate Mortgage - Negative	Owner - N/A	Owner - N/A
	0.2-00		Amortization	Loan - \$0	Loan - \$150
	7-06		Manufactured Housing Unit	Owner - \$100	Owner - \$150
	7-00			Loan - \$75	Loan - \$150
	7.1-06		Manufactured Housing - Conversion -	Owner - N/A	Owner - N/A
	7.1-00		Loan	Loan - \$75	Loan - \$150
	7.2.06		Manufactured Housing - Conversion -	Owner - \$100	Owner - \$150
	7.2-06		Owner's	Loan - N/A	Loan - N/A
	0.4.00			Owner - N/A	Owner - N/A
	8.1-06		Environmental Protection Lien	Loan - \$0	Loan - \$150
			Commercial Environmental Protection	Owner - \$0	Owner - \$150
	8.2-06		Lien	Loan - \$0	Loan - \$150
	1 1		Restrictions, Encroachments and	Owner - N/A	Owner - N/A
	9-06		Minerals - Loan Policy	Loan - \$0	Loan - \$150
	+ +		Covenants, Conditions and		
	9.1-06		Restrictions - Unimproved Land -	Owner - \$150	Owner - \$150
	0.1 00		Owner's Policy	Loan - N/A	Loan - N/A
			Covenants, Conditions and		
	9.2-06		Restrictions - Improved Land - Owner's	Owner - \$150	Owner - \$150
	3.2-00		Policy	Loan - N/A	Loan - N/A
	9.3-06		Covenants, Conditions and	Owner - N/A	Owner - N/A
	5.5 00		Restrictions - Loan Policy	Loan - \$0	Loan - \$150
	9.6-06		Private Rights - Loan Policy	Owner - N/A	Owner - N/A
	3.0-00		Threate Rights - Ebarr biley	Loan - \$0	Loan - \$150
	9.6.1-06		Private Rights - Current Assessments -	Owner - N/A	Owner - N/A
	9.0.1-00		Loan Policy	Loan - \$0	Loan - \$150
	0.7.06		Restrictions, Encroachments, Minerals -	Owner - N/A	Owner - N/A
	9.7-06		Land Under Development - Loan Policy	Loan - \$1,000	Loan - \$1,000
			Covenants, Conditions and	Owner - \$1,000	Owner - \$1,000
	9.8-06		Restrictions - Land Under	Loan - N/A	Loan - N/A
			Development - Owner's Policy		
	9.9-06		Private Rights - Owner's Policy	Owner - \$150	Owner - \$150
	3.3-00			Loan - N/A	Loan - N/A
	9.10-06		Restrictions, Encroachments, Minerals -	Owner - N/A	Owner - N/A
	9.10-00		Current Violations - Loan Policy	Loan - \$150	Loan - \$150
	10.06		Assignment	Owner - N/A	Owner - N/A
	10-06		Assignment	Loan - \$75	Loan - \$150
	1 1			Owner - N/A	Owner - N/A
	10.1-06			Loan - 25% of	Loan - 25% of
				current applicable	current applicable
			Assignment and Date Down	Rate for Loan	Rate for Loan
				Policies or a	Policies or a
				minimum Charge	minimum Charge
				of \$250	of \$500

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	11-06		Mortgage Modification	tied to the amount of insurance on Schedule A on the original loan policy based upon the current applicable Rate for Loan Policies up to 4 years, then 20% until 10 years, then full Rate	full Rate
	Modified 11-06		Modified ALTA 11-06 – Mortgage Modification with Policy Date Down – Kansas	tied to the amount of insurance on Schedule A on the original loan policy based upon the current applicable Rate for Loan Policies up to 4 years, then 35% until 10 years, then full Rate, subject to a minimum Rate of \$250; if additional land (including easements and other interests) are added, an additional \$200 per tract or interest will be added to the Rate; any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at	added, an additional \$200 per tract or interest will be added to the Rate; any increase in the amount of insurance shall be paid at current

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
				Owner - N/A	Owner - N/A
					Loan - 10% of Rate
				tied to the amount	tied to the amount
				of insurance on	of insurance on
				Schedule A on the	Schedule A on the
				original loan policy	original loan policy
	11.1-06		Mortgage Modification with	based upon the	based upon the
	11.1 00		Subordination - Kansas	current applicable	current applicable
				Rate for Loan	Rate for Loan
				Policies up to 4	Policies up to 4
				years, then 20%	years, then 20%
				· · ·	until 10 years, then
				full Rate	full Rate
				Owner - N/A	Owner - N/A
					Loan - 10% of Rate
				tied to the amount	tied to the amount
				of insurance on	of insurance on
				Schedule A on the	Schedule A on the
				original loan policy	original loan policy
				based upon the	based upon the
				current applicable Rate for Loan	current applicable Rate for Loan
	11.0.00		Mortgage Modification with Additional	Policies up to 4	Policies up to 4
	11.2-06		Amount of Insurance	years, then 20%	years, then 20%
				-	until 10 years, then
				full Rate; any	full Rate; any
				increase in the	increase in the
				amount of	amount of
				insurance shall be	insurance shall be
				paid at current	paid at current
					applicable Rate for
				Loan Policies at	Loan Policies at
					the tier level for the
	<u> </u>			increased liability	increased liability
	12-06		Aggregation - Loan	Owner - N/A	Owner - N/A
	┨───┤		Aggregation State Limits Lagr	Loan - \$150	Loan - \$150
	12.1-06		Aggregation - State Limits - Loan - Kansas	Owner - N/A	Owner - N/A
			Kansas	Loan - \$150	Loan - \$150
	13-06		Leasehold - Owner's Policy	Owner - \$0	Owner - \$0
				Loan - N/A	Loan - N/A
	13.1-06		Leasehold - Loan Policy	Owner - N/A	Owner - N/A
	┨───┤			Loan - \$0	Loan - \$0
	14-06		Future Advance - Priority	Owner - N/A	Owner - N/A
				Loan - \$0 Owner - N/A	Loan - \$150
	14.1-06		Future Advance - Knowledge		Owner - N/A
	┨───┤			Loan - \$0	Loan - \$150
	14.2-06		Future Advance - Letter of Credit	Owner - N/A	Owner - N/A
	┨───┤			Loan - \$0	Loan - \$150
	14.3-06		Future Advance - Reverse Mortgage	Owner - N/A	Owner - N/A
				Loan - \$0	Loan - \$150

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	15-06		Non-Imputation - Full Equity Transfer	Owner - 25% of current applicable Rate for Owner's Policies or a minimum Charge of \$500 Loan - N/A	Owner - 25% of current applicable Rate for Owner's Policies or a minimum Charge of \$500 Loan - N/A
	15.1-06		Non-Imputation - Additional Insured	Owner - 25% of current applicable Rate for Owner's Policies or a minimum Charge of \$500 Loan - N/A	Owner - 25% of current applicable Rate for Owner's Policies or a minimum Charge of \$500 Loan - N/A
	15.2-06		Non-Imputation - Partial Equity Transfer	Owner - 25% of current applicable Rate for Owner's Policies or a minimum Charge of \$500 Loan - N/A	Owner - 25% of current applicable Rate for Owner's Policies or a minimum Charge of \$500 Loan - N/A
	16-06		Mezzanine Financing	Owner - 25% of current applicable Rate for Owner's Policies or a minimum Charge of \$500	Owner - 25% of current applicable Rate for Owner's Policies or a minimum Charge of \$500
	17-06		Access and Entry	Loan - N/A Owner - \$50 Loan - \$25	Loan - N/A Owner - \$150 Loan - \$150
	17.1-06		Indirect Access and Entry	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	17.2-06		Utility Access	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	18-06		Single Tax Parcel	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	18.1-06		Multiple Tax Parcel - Easements - Kansas	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	18.2-06		Multiple Tax Parcels	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	18.3-06		Single Tax Parcel and ID	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	19-06		Contiguity - Multiple Parcels	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	19.1-06		Contiguity - Single Parcel	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	19.2-06		Contiguity - Specified Parcels	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	20-06		First Loss - Multiple Parcel Transactions	Owner - N/A Loan - \$250	Owner - N/A Loan - \$250

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	22-06		Location	Owner - \$50 Loan - \$0	Owner - \$150 Loan - \$150
	22.1-06		Location and Map	Owner - \$50	Owner - \$150
	-		· · · · · · · · · · · · · · · · · · ·	Loan - \$0	Loan - \$150
	23-06		Co-Insurance - Single Policy	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
	23.1-06		Co-Insurance – Multiple Policies	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
	24-06		Doing Business	Owner - N/A Loan - \$25	Owner - N/A Loan - \$150
	25-06		Same as Survey	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
	25.1-06		Same as Portion of Survey	Owner - \$50	Owner - \$150
	26-06		Subdivision	Loan - \$25 Owner - \$50	Loan - \$150 Owner - \$150
			Easement - Damage or Enforced	Loan - \$25 Owner - \$150	Loan - \$150 Owner - \$150
	28-06		Removal	Loan - \$150 Owner - \$150	Loan - \$150 Owner - \$150
	28.1-06		Encroachments - Boundaries and Easements	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
	28.2-06		Encroachments, Boundaries and Easements - Described Improvements w/o Item 5	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
	28.3-06		Encroachments - Boundaries and Easements - Land Under Development	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
	29-06		Interest Rate Swap - Direct Obligation - Kansas	Owner - N/A Loan - \$500	Owner - N/A Loan - \$500
	29.1-06			Owner - N/A Loan - \$500	Owner - N/A Loan - \$500
	29.2-06		Interest Rate Swap - Direct Obligation - Defined Amount (Kansas)	Owner - N/A Loan - \$500; any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at the tier level for the increased liability	Owner - N/A Loan - \$500; any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at the tier level for the increased liability
	29.3-06		Interest Rate Swap - Additional Interest - Defined Amount (Kansas)	Owner - N/A Loan - \$500; any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at the tier level for the increased liability	Owner - N/A Loan - \$500; any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at the tier level for the increased liability
	30-06		Shared Appreciation Mortgage	Owner - N/A Loan - \$250	Owner - N/A Loan - N/A

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
				Owner - N/A	Owner - N/A
	30.1-06		Commercial Participation Interest	Loan - N/A	Loan - \$150
				Owner - \$150	Owner - \$150
	31-06		Severable Improvements	Loan - \$150	Loan - \$150
				Owner - N/A	Owner - N/A
	32-06		Construction Loan	Loan - \$0	Loan - \$0
	32.1-06		Construction Loan – Direct Payment	Owner - N/A Loan - \$0	Owner - N/A Loan - \$0
			Construction Loan - Insured's Direct	Owner - N/A	Owner - N/A
	32.2-06		Payment	Loan - \$0	Loan - \$0
				Owner - N/A	Owner - N/A
	33-06		Disbursement	Loan - \$100	Loan - \$150
				Owner - \$150	Owner - \$150
	34-06		Identified Risk Coverage	Loan - \$100	Loan - \$150
			Minerals and Other Subsurface	Owner - \$150	Owner - \$150
	35-06		Substances - Buildings	Loan - \$150	Loan - \$150
			Minerals and Other Subsurface	Owner - \$150	
	35.1-06		Substances - Improvements	Loan - \$150	Owner - \$150 Loan - \$150
	35.2-06		Minerals and Other Subsurface	Owner - \$150	Owner - \$150
	_		Substances - Described Improvements	Loan - \$150	Loan - \$150
	35.3-06		Minerals and Other Subsurface	Owner - \$150	Owner - \$150
			Substances - Land Under Development		Loan - \$150
	36-06		Energy Project - Leasehold /	Owner - *See Table below for Rates on Energy	Owner - *See Table below for Rates on Energy
			Easement - Owner's Policy	Project Endorsements Loan - N/A	Project Endorsements Loan - N/A
	36.1-06		Energy Project - Leasehold / Easement - Loan Policy	Owner - N/A Loan - *See Table below for Rates on Energy Project Endorsements	Owner - N/A Loan - *See Table below for Rates on Energy Project Endorsements
	36.2-06		Energy Project - Leasehold - Owner's Policy	Owner - *See Table below for Rates on Energy Project Endorsements Loan - N/A	Owner - *See Table below for Rates on Energy Project Endorsements Loan - N/A
	36.3-06	_	Energy Project - Leasehold - Loan Policy	Owner - N/A Loan - *See Table below for Rates on Energy Project Endorsements	Owner - N/A Loan - *See Table below for Rates on Energy Project Endorsements
	36.4-06		Energy Project - Covenants, Conditions and Restrictions - Land Under Dev Owner's Policy	Owner - *See Table below for Rates on Energy Project Endorsements Loan - N/A	Owner - *See Table below for Rates on Energy Project Endorsements Loan - N/A

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	36.5-06		Energy Project - Covenants, Conditions and Restrictions - Land Under Dev Loan Policy	Owner - N/A Loan - *See Table below for Rates on Energy Project Endorsements	Owner - N/A Loan - *See Table below for Rates on Energy Project Endorsements
	36.6-06		Energy Project - Encroachments	Owner - *See Table below for Rates on Energy Project Endorsements Loan - *See Table below for Rates on Energy Project Endorsements	Owner - *See Table below for Rates on Energy Project Endorsements Loan - *See Table below for Rates on Energy Project Endorsements
	36.7-06		Energy Project - Fee Estate - Owner's Policy	Owner - *See Table below for Rates on Energy Project Endorsements Loan - N/A	Owner - *See Table below for Rates on Energy Project Endorsements Loan - N/A
	36.8-06		Energy Project - Fee Estate - Loan Policy	Owner - N/A Loan - *See Table below for Rates on Energy Project Endorsements	Owner - N/A Loan - *See Table below for Rates on Energy Project Endorsements
	37-06		Assignment of Rents or Leases	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
	38-06		Mortgage Tax	Owner - N/A Loan - \$25	Owner - N/A Loan - \$150
	39-06		Policy Authentication	Owner - \$0 Loan - \$0	Owner - \$0 Loan - \$0
	40-06		Tax Credit - Owner's Policy	Owner - \$500 Loan - N/A	Owner - \$500 Loan - N/A
	40.1-06		Tax Credit - Defined Amount - Owner's Policy	the tier level for the increased liability Loan - N/A	Owner's Policies at
	41-06		Water – Buildings	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
	41.1-06		Water – Improvements	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
	41.2-06		Water – Described Improvements	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
	41.3-06		Water – Land Under Development	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	42.06		Commercial Londor Croup	Owner - N/A	Owner - N/A
	42-06		Commercial Lender Group	Loan - N/A	Loan - \$150
	45.00		Dari Dagau Martagan Jaan Daliau	Owner - N/A	Owner - N/A
	45-06		Pari Passu Mortgage – Loan Policy	Loan - \$150	Loan - \$150
	40.00		Ontion	Owner - \$250	Owner - \$250
	46-06		Option	Loan - N/A	Loan - N/A
	JR1		ALTA JR 1	Owner - N/A	Owner - N/A
	JKI		ALTA SK T	Loan - \$0	Loan - N/A
	JR2		JR2 Future Advance	Owner - N/A	Owner - N/A
	JNZ		JRZ Future Advance	Loan - \$0	Loan - N/A
100.7-06			CC&R's, Violations	Owner - \$150	Owner - \$150
100.7-00				Loan - N/A	Loan - N/A
100.8-06			CC&R's, Violations	Owner - \$150	Owner - \$150
100.8-00			CCarts, violations	Loan - N/A	Loan - N/A
100.23-06			Minerals, Surface Damage	Owner - N/A	Owner - N/A
100.23-00			Minerals, Surface Damage	Loan - \$150	Loan - \$150
100.24-06			Minerals, Surface Damage	Owner - N/A	Owner - N/A
100.24-00			Millerais, Surface Damage	Loan - \$150	Loan - \$150
102.4-06			Foundation	Owner - N/A	Owner - N/A
102.4-00			Foundation	Loan - \$150	Loan - \$150
102.5-06			Foundation	Owner - N/A	Owner - N/A
102.5-00			Foundation	Loan - \$150	Loan - \$150
103.4-06			Easement, Access to Public Street	Owner - \$50	Owner - \$150
103.4-00			Easement, Access to Fublic Street	Loan - \$25	Loan - \$150
103.7-06			Land Abuts Street	Owner - \$50	Owner - \$150
103.7-00			Land Abuls Street	Loan - \$25	Loan - \$150
104.4-06			Collateral Assignment of Mortgage	Owner - N/A	Owner - N/A
104.4-00			Conateral Assignment of Mongage	Loan - \$150	Loan - \$150
105-06			Multiple Mortgage in One Policy	Owner - N/A	Owner - N/A
105-00			Multiple Moltgage in One i olicy	Loan - \$150	Loan - \$150
107.1-06			Allocation of Liability to Parcels	Owner - \$150	Owner - \$150
107.1-00			Allocation of Elability to Farcels	Loan - \$150	Loan - \$150
				Owner - \$25 plus	Owner - \$25 plus
				any increase in the	any increase in the
				amount of	amount of
				insurance shall be	insurance shall be
				paid at current	paid at current
					applicable Rate for
				Owner Policies at	Owner Policies at
					the tier level for the
107.2-06			Increase Amount of Insurance	increased liability	increased liability
				Loan - \$25 plus	Loan - \$25 plus
				any increase in the	any increase in the
				amount of	amount of
				insurance shall be	insurance shall be
				paid at current	paid at current
				applicable Rate for	applicable Rate for
				Loan Policies at	Loan Policies at
					the tier level for the
				increased liability	increased liability

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
107.9-06			Additional Insured	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
107.11-06			Non-Merger After Lender Acquires Title	Owner - N/A	Owner - N/A
110.1-06			Deletion of Item From Policy	Loan - \$150 Owner - \$50	Loan - \$150 Owner - \$50
		-		Loan - \$50	Loan - \$50
111-06			Mortgage Priority, Partial Reconveyance	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
111.1-06			Mortgage Priority, Partial Reconveyance	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
112.1-06			Bondholder	Owner - N/A Loan - \$100	Owner - N/A Loan - \$150
119.4			Bondholder - Validity of Sublease, Joint Powers		Owner - \$150 Loan - \$150
	1		Bondholder - Validity of Sublease, Joint		Owner - \$150
119.4			Powers - Kansas	Loan - \$150	Loan - \$150
	EP 1	Energy Project - Definitions	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - * See Table below for Rates on Energy Project Endorsements	
		EP 2	Energy Project - Covenants, Conditions and Restrictions - Land Under Development - Owner's Policy	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - N/A
		EP 3	Energy Project - Covenants, Conditions and Restrictions - Land Under Development - Loan Policy	Owner - N/A Loan - N/A	Owner - N/A Loan - * See Table below for Rates on Energy Project Endorsements
	EP 5	Energy Project - Leasehold / Easement - Owner's Policy	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - N/A	
		EP 6	Energy Project - Leasehold - Owner's Policy	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - N/A

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
		EP 7	Energy Project - Leasehold / Easement - Loan Policy	Owner - N/A Loan - N/A	Owner - N/A Loan - * See Table below for Rates on Energy Project Endorsements
		EP 8	Energy Project - Leasehold - Loan Policy	Owner - N/A Loan - N/A	Owner - N/A Loan - * See Table below for Rates on Energy Project Endorsements
		EP 9	Energy Project - Land Treated as "Single" Integrated Whole	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - * See Table below for Rates on Energy Project Endorsements
		EP 10	Energy Project – Special Measure of Loss – Owner's Policy	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - N/A
		EP 11	Energy Project - Special Measure of Loss - Loan Policy	Owner - N/A Loan - N/A	Owner - N/A Loan - * See Table below for Rates on Energy Project Endorsements
		EP 12	Energy Project - Severable Improvement	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - N/A
		EP 13	Energy Project – Zoning	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - * See Table below for Rates on Energy Project Endorsements

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
		EP 14	Energy Project - Minerals and Other Subsurface Substance	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - * See Table below for Rates on Energy Project Endorsements
		EP 15	Energy Project - Encroachments (with 2e)	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - * See Table below for Rates on Energy Project Endorsements
		FA 1	Policy Correction	Owner - \$0 Loan - \$0	Owner - \$0 Loan - \$0
		FA 36.1	Variable Rate, FNMA 7 Year Balloon	Owner - N/A Loan - \$25	Owner - N/A Loan - N/A
		FA 40	Commercial Environmental Protection Liens	Owner - N/A Loan - N/A	Owner - \$150 Loan - \$150
		FA 43	Easements in Declaration	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
		FA 49.1	Aggregation / Tie-In Owner	Owner - \$150 Loan - N/A	Owner - \$150 Loan - N/A
		FA 55	Fairway	Owner - \$150 Loan - N/A	Owner - \$150 Loan - N/A
		FA 61	Construction Loan Pending Disbursement	Owner - N/A Loan - \$0	Owner - N/A Loan - \$0
		FA 61.1	Construction Loan Disbursement	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
		FA 61.2	Construction Loan - Reinstatement of Covered Risk 11(a)	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
		FA 61.3	Pending Improvements	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
			Assumption	Owner – N/A Loan - \$150	Owner - N/A Loan - \$150
			Recharacterization Sale-Leaseback Transaction	Owner – N/A Loan - \$150	Owner - N/A Loan - \$150
			General (Blank) Endorsement	Owner – \$150 Loan - \$150	Owner - \$150 Loan - \$150
			Commitment Endorsement	Owner - \$0 Loan - \$0	Owner - \$0 Loan - \$0
		FA Special	Subsequent Insurance	Owner - \$250 Loan - \$250	Owner - \$500 Loan - \$500
			Date Down – Record Matters Only - Kansas	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
			As Shown on Survey - Kansas	Owner - \$150	Owner - \$150
			As Shown on Survey - Kansas	Loan - \$150	Loan - \$150
			Encroachment	Owner - \$150	Owner - \$150
			Encroachment	Loan - \$150	Loan - \$150
				Owner - \$150	Owner - \$150
			Loss Payee	Loan - \$150	Loan - \$150
			Non Morgor of Subloggobold	Owner - \$150	Owner - \$150
			Non-Merger of Subleasehold	Loan - \$150	Loan - \$150
			Secondary Insurance - 2006 ALTA	Owner - N/A	Owner - N/A
			Loan Policy	Loan - \$150	Loan - \$150
			Secondary Insurance - 2006 ALTA	Owner - \$150	Owner - \$150
			Owner's Policy	Loan - N/A	Loan - N/A
			Policy Change	Owner - \$150	Owner - \$150
				Loan - \$150	Loan - \$150
			Record Matters Date Down - Guarantee	Owner - N/A	Owner - N/A
			- Kansas	Loan - N/A	Loan - N/A
			- Kansas	Guarantee - \$150	Guarantee - \$150
			Native American Lands	Owner - \$150	Owner - \$150
				Loan - \$150	Loan - \$150
			Deletion of Arbitration Condition - Loan	Owner - N/A	Owner - N/A
			Policy	Loan - \$0	Loan - \$0
			Deletion of Arbitration Condition -	Owner - \$0	Owner - \$0
			Owner's Policy	Loan - N/A	Loan - N/A

*Rates on Energy Project Endorsements	
Amount of Insurance	Rate per \$1,000
Up to \$20,000,000	\$.40, subject to a minimum Charge of \$500
\$20,000,000.01 to \$100,000,000 add	\$0.20
Over \$100,000,000 add	\$0.10

# TITLE INSURANCE RATES AND CHARGES FOR COMPANY OWNED OFFICES IN KANSAS



EFFECTIVE FOR ORDERS RECEIVED ON OR AFTER JULY 2, 2019 (Unless Otherwise Specified Herein)

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# **SECTION 1 AUTHORITY TO QUOTE CHARGES**

No employee may quote title insurance charges unless they are properly licensed as a title insurance agent in the state where the property is located. No employee may quote charges, other than set forth in this manual, without approval of the appropriate revenue manager or underwriter.

# **SECTION 2 STANDARD CHARGES**

- 2.01 Summary of Charges for Residential Owner's Policies. (Rates apply to one-tofour family residential properties only for purchase.)
  - A) Summary of charges for **Owner's Title Insurance Policies (**Rates apply to one-to-four family residential properties only for purchase.)
  - B) For policies issued on properties improved by one-to-four family residential structures, the rates shown below include the fees for risk and search and examination. These fees are lumped together and stated as a single charge, rather than expressed separately. Settlement services charges are not included in this rate. These rates apply to every county in Kansas when the policy is written by a Company owned office. If an owner's policy is issued simultaneously with a loan policy, see Sections 2.04 and/or 2.05

Amount of Insurance	Fee for Resale, Owners Policy
Up to \$80,000	
80,001 to 90,000	
90,001 to 100,000	
100,001 to 110,000	
110,001 to 120,000	
120,001 to 130,000	
130,001 to 140,000	
140,001 to 150,000	
150,001 to 160,000	
160,001 to 170,000	
170,001 to 180,000	
180,001 to 190,000	
190,001 to 200,000	
200,001 to 210,000	
210,001 to 220,000	
220,001 to 230,000	
230,001 to 240,000	
240,001 to 250,000	
250,001 to 275,000	
275,001 to 300,000	
300,001 to 325,000	
325,001 to 350,000	
350,001 to 375,000	
375,001 to 400,000	
400,001 to 425,000	
425,001 to 450,000	
450,001 to 475,000	
475,001 to 500,000	
500,001 to 525,000	
525,001 to 550,000	
550,001 to 575,000	
575,001 to 600,000	
600,001 to 625,000	
625,001 to 650,000	

650,001 to 675,000	
675,001 to 700,000	
700,001 to 725,000	
725,001 to 750,000	

Calculating premiums over card amount: Round liability amount up to nearest \$1,000 before calculation details. Round policy amount up to nearest \$1.

For policies over \$750,000 and up to \$1,000,000 - Add \$0.66 per thousand. For policies over \$1,000,000 and up to \$5,000,000 - Add \$0.50 per thousand. For policies over \$5,000,000 and up to infinity - Add \$0.65 per thousand.

- 2.02 Summary of Charges for Residential Refinance Loan Policies. (Rates apply to one-to-four family residential properties only for refinance transactions.)
  - A) Summary of Charges for Residential Refinance Loan policies when Fidelity National Title Insurance is clearing Title encumbrances and handling the associated escrow process. (Rates apply to one-to-four family residential properties only for refinance transactions.)
  - B) For policies issued on properties improved by one-to-four family residential structures, the rates shown below include the fees for risk and search and examination. These fees are lumped together and stated as a single charge, rather than expressed separately. Settlement services charges are not included in this rate. If an owner's policy is issued simultaneously with a loan policy, see Sections 2.04 and/or 2.05

Amount of Insurance	Fee for Refinance Loan Policy
Up to \$80,000	
80,001 to 90,000	
90,001 to 100,000	
100,001 to 110,000	
110,001 to 120,000	
120,001 to 130,000	
130,001 to 140,000	
140,001 to 150,000	
150,001 to 160,000	
160,001 to 170,000	
170,001 to 180,000	
180,001 to 190,000	
190,001 to 200,000	
200,001 to 210,000	
210,001 to 220,000	
220,001 to 230,000	
230,001 to 240,000	
240,001 to 250,000	

#### NEW LOAN RATES APPLY TO TRANSACTIONS WITH OR WITHOUT A PRIOR POLICY!

250,001 to 275,000	614.00
275,001 to 300,000	
300,001 to 325,000	
325,001 to 350,000	711.00
350,001 to 375,000	
375,001 to 400,000	
400,001 to 425,000	
425,001 to 450,000	
450,001 to 475,000	
475,001 to 500,000	
500,001 to 525,000	
525,001 to 550,000	
550,001 to 575,000	
575,001 to 600,000	
600,001 to 625,000	
625,001 to 650,000	
650,001 to 675,000	
675,001 to 700,000	
700,001 to 725,000	
725,001 to 750,000	

Calculating premiums over card amount:

Round liability amount up to nearest \$1,000 before calculation details. Round policy amount up to nearest \$1.

For policies over \$750,000 and up to \$1,000,000 - Add \$0.66 per thousand. For policies over \$1,000,000 and up to \$5,000,000 - Add \$0.50 per thousand. For policies over \$5,000,000 and up to infinity - Add \$0.65 per thousand.

2.03 Non-Residential Rate (Commercial)

The following charges apply to all properties other than those improved by 1-to-4family residential structures. These charges include risk rate and search and examination fees lumped together and stated as a single charge. Settlement services charges are not included in this rate. This rate is also commonly referred to as the "Commercial Rate".

Amount of Insurance	Charge
\$0 to 100,000	
\$100,001 to 105,000	
\$105,001 to 110,000	
\$110,001 to 115,000	
\$115,001 to 120,000	
\$120,001 to 125,000	
\$125,001 to 130,000	
\$130,001 to 135,000	
\$135,001 to 140,000	
\$140,001 to 145,000	

A. Policies for \$1,000,000 or less.

\$145,001 to 150,000	
\$150,001 to 155,000	
\$155,001 to 160,000	
\$160,001 to 165,000	
\$165,001 to 170,000	
\$170,001 to 175,000	
\$175,001 to 180,000	
\$180,001 to 185,000	
\$185,001 to 190,000	
\$190,001 to 195,000	
\$195,001 to 200,000	
\$200,001 to 210,000	
\$210,001 to 220,000	
\$220,001 to 230,000	
\$230,001 to 240,000	
\$240,001 to 250,000	1,036.00
\$250,001 to 260,000	
\$260,001 to 270,000	
\$270,001 to 280,000	1,104.00
\$280,001 to 290,000	1,126.00
\$290,001 to 300,000	1,148.00
\$300,001 to 325,000	
\$325,001 to 350,000	
\$350,001 to 375,000	1,316.00
\$375,001 to 400,000	
\$400,001 to 425,000	
\$425,001 to 450,000	
\$450,001 to 475,000	
\$475,001 to 500,000	
\$500,001 to 525,000	
\$525,001 to 550,000	
\$550,001 to 575,000	
\$575,001 to 600,000	
\$600,001 to 625,000	
\$625,001 to 650,000	
\$650,001 to 675,000	
\$675,001 to 700,000	
\$700,001 to 725,000	
\$725,001 to 750,000	
\$750,001 to 775,000	
\$775,001 to 800,000	
\$800,001 to 825,000	
\$825,001 to 850,000	
\$850,001 to 875,000	
\$875,001 to 900,000	
\$900,001 to 925,000	
ψυσυ,συτισ σ20,000	

\$925,001 to 950,000	
\$950,001 to 975,000	
\$975,001 to \$1,000,000	2,156.00

For policies over \$1 million, charge \$2,156, plus \$0.90 per thousand up to \$5 million. For policies over \$5 million, charge \$5,740 plus \$0.75 per thousand up to infinity.

Calculating premiums over card amount: Round liability amount up to nearest \$1,000 before calculation details. Round policy amount up to nearest \$1.

B. Policies over \$1,000,000.

Rates for policies over \$1,000,000 must be considered on a case-by-case basis. Reissue credits may be available, or other factors may reduce our work charges. Special coverages are often required and require special pricing considerations. The following rates are meant to serve as a guideline and starting point. They may be increased to reflect risk and work factors.

- 2.04 Simultaneous-Issue Loan Policies
  - A. Basic Residential loan policies issued simultaneously with an owner's policy (provided the amount does not exceed the amount of the owner's policy):

Charge

\$280

If the amount of the loan policy exceeds the amount of the owner's policy being issued simultaneously therewith, the charge for the loan policy shall be \$280 plus an excess liability charge (using the Residential Owner's Title Policy rate table in Section 2.01) for the difference between the owner's policy liability amount and the loan policy liability amount.

B. Expanded coverage loan policies issued simultaneously with an owner's policy (provided the amount does not exceed the amount of the owner's policy):

Charge

\$290

If the amount of the loan policy exceeds the amount of the owner's policy being issued simultaneously therewith, the charge for the loan policy shall be \$290 plus an excess liability charge (using the Residential Owner's Title Policy rate table in Section 2.01) for the difference between the owner's policy liability amount and the loan policy liability amount.

C. Nonresidential loan policies issued simultaneously with an owner's policy

(provided the amount does not exceed the amount of the owner's policy):

Under \$5 Million liability	\$750
\$5 Million liability and over	\$1,000

If the amount of the loan policy exceeds the amount of the owner's policy being issued simultaneously therewith, the charge for the loan policy shall be:

- a) \$750 if the loan policy liability is under \$5 million, plus an excess liability charge (using the Non-Residential (Commercial) rate table in Section 2.03) for the difference between the owner's policy liability amount and the loan policy liability amount; or
- \$1,000 if the loan policy liability is \$5 million or over, plus an excess liability charge (using the Non-Residential (Commercial) rate table in Section 2.03) for the difference between the owner's liability amount and the loan liability amount.
- 2.05 Simultaneous-Issue Leasehold Policies
  - A. For leasehold policies simultaneously issued with a policy insuring an interest in a different estate in the land, refer to above schedules and charge 30% of the indicated amount.
  - B. If the amount of the leasehold policy exceeds the amount of the policy being issued simultaneously therewith, charge 30% of the amount to be charged for the other policy, plus the difference between the amount being charged for the other policy and the amount that would otherwise be charged for such a leasehold policy not being simultaneously issued.
- 2.06 Reserved for Future Use
- 2.07 Residential Junior Lien Policy/Limited Loan Coverage Policy Rate.

This rate applies on second, third or fourth mortgages on 1-to-4 family residential platted subdivision properties only, where the Junior Lien Commitment Information Sheet is issued in lieu of the ALTA Commitment, and the ALTA Short Form Residential Loan Policy; or the Limited Loan Coverage Policy is issued.

Amount of Insurance	<u>Rate</u>
Less than \$15,001	\$165
\$15,001 to \$20,000	
20,001 to 30,000	
30,001 to 40,000	
40,001 to 50,000	
50,001 to 60,000	
60,001 to 70,000	
70,001 to 80,000	
80,001 to 90,000	
90,001 to 100,000	
Over 100,000, add	\$1.50 per thousand

2.08 Summary of Charges for ALTA Homeowners Policy of Title Insurance.

Amount of Insurance Up to \$80,000 \$80,001 to \$90,000 \$90,001 to \$100,000 \$100,001 to \$100,000 \$110,001 to \$120,000 \$120,001 to \$130,000 \$130,001 to \$130,000 \$140,001 to \$150,000 \$150,001 to \$160,000 \$160,001 to \$160,000 \$160,001 to \$180,000 \$170,001 to \$180,000 \$180,001 to \$190,000 \$190,001 to \$200,000 \$200,001 to \$210,000 \$210,001 to \$220,000	Fee \$470 \$491 \$511 \$524 \$538 \$551 \$564 \$553 \$564 \$578 \$591 \$605 \$618 \$632 \$645 \$645 \$659 \$659 \$672 \$685
\$230,001 to \$240,000	\$699
\$240,001 to \$250,000	\$712
\$250,000 to \$275,000	\$745
\$275,001 to \$300,000	\$780
\$300,001 to \$325,000	\$813
\$325,001 to \$350,000	\$847
\$350,001 to \$375,000	\$880
\$375,001 to \$400,000	\$914
\$400,001 to \$425,000	\$931
\$425,001 to \$450,000	\$964
\$450,001 to \$475,000	\$997
\$475,001 to \$500,000	\$1,030
\$ 1. 0,00 F to \$000,000	ψ1,000

Calculating premiums over the above rates:

For policies over \$500,000 and up to \$1,000,000 - add \$0.74 per thousand For policies over \$1,000,000 and up to \$5,000,000 - add \$0.56 per thousand For policies over \$5,000,000 and up to infinity - add \$0.73 per thousand 2.09 Summary of Charges for Expanded Coverage Residential Loan Policies

Amount of Insurance	Fee
Up to $\$80,000$ \$80,001 to $$90,000$90,001$ to $$100,000$100,001$ to $$110,000$110,001$ to $$120,000$120,001$ to $$130,000$130,001$ to $$140,000$140,001$ to $$150,000$160,001$ to $$170,000$160,001$ to $$170,000$180,001$ to $$190,000$180,001$ to $$190,000$190,001$ to $$200,000$200,001$ to $$210,000$200,001$ to $$220,000$220,001$ to $$220,000$220,001$ to $$220,000$230,001$ to $$250,000$255,000$ to $$275,000$275,001$ to $$300,000$300,001$ to $$325,000$	\$363 \$377 \$392 \$405 \$419 \$433 \$447 \$461 \$475 \$488 \$503 \$517 \$530 \$545 \$559 \$572 \$559 \$572 \$586 \$620 \$656 \$620 \$656 \$690 \$725 \$759
\$325,001 to \$350,000 \$350,001 to \$375,000	\$759 \$794
\$350,001 to \$375,000 \$375,001 to \$400,000 \$400,001 to \$425,000 \$425,001 to \$450,000 \$450,001 to \$475,000	\$794 \$828 \$864 \$898 \$933
\$475,001 to \$500,000	\$949

Calculating premiums over the above rates:

For policies over 500,000 and up to 1,000,000 - add 0.74 per thousand For policies over 1,000,000 and up to 5,000,000 - add 0.56 per thousand For policies over 5,000,000 and up to infinity - add 0.73 per thousand

#### 2.10 (SECTION HELD OPEN FOR FUTURE USE)

#### 2.11 Master Home Equity Loan Policy

For home equity loan transactions up to \$250,000 with centralized order tracking and processing through National Lender's Solution or similar unit, pursuant to a written agreement, the rate shall be \$45.00.

For home equity loan transactions from \$250,000 up to \$500,000 with centralized order tracking and processing through National Lender's Solution or similar unit, pursuant to a written agreement, the rate shall be \$75.00.

2.12 ALTA Limited Pre-Foreclosure Policy and Date Down Endorsement:

#### A. Amount of Insurance

The Amount of Insurance for an ALTA Pre-Foreclosure Policy shall equal either the face amount of the mortgage to be foreclosed or the outstanding balance of the mortgage to be foreclosed as requested by the Insured.

#### B. Basic Rate for ALTA Limited Pre-Foreclosure Policy

For the first \$250,000.00 of liability -	\$350.00
For each additional \$1,000.00 (or fraction thereof) above \$250,000.00 and up to \$1,000,000 -	\$ 0.60
For each additional \$1,000.00 (or fraction thereof) above \$1,000,000.00 -	\$ 0.40

#### C. Date Down Endorsement

ALTA Limited Pre-Foreclosure Date Down Endorsement\*\* \$50.00 (See Section 5.13, Class L)

\*\*(Endorsement to be issued only in connection with a previously issued ALTA Limited Pre-Foreclosure Policy to date down the policy prior to or during a foreclosure of the lender's mortgage insured by the policy).

#### SECTION 3 CHARGES INVOLVING DEVELOPMENT OR CONSTRUCTION

#### 3.01 Development Loans

The company will insure the lien of a development loan for site improvements, such as streets and sewers to lots in a platted subdivision, when the aggregate sales price of such lots is in excess of \$500,000.00, at a premium of \$.90 per thousand. No reissue credit from any prior policy will be allowed toward this premium, and no reissue credit will be allowed on any future policy by virtue of having issued a development loan policy at this price.

If a development loan does not qualify under these guidelines, charge the rate for a commercial loan policy set forth in Section 2.03. Reissue credit is available when the loan qualifies under Section 5.01 and does not qualify for the rate set forth above.

3.02 Construction Loans on One-To-Four-Family Residential Properties Residential construction loans are handled as follows:

A commitment is issued to the construction lender. The fee is \$275 to a builder/investor or \$75 to a builder/developer and charged when the construction loan mortgage is recorded. In most cases, a supplemental commitment will be issued showing the recorded documents. No additional charge is made for this supplemental report. If no construction loan policy is issued, the commitment is held open during construction. If a construction loan policy is required by the lender, the charge is \$275 for the initial policy to the builder/investor or \$75 to the builder/developer with renewals of \$75 for each six month term. When the home is sold and an Owner's Policy issued to the ultimate buyer, a credit of \$200 from the \$275 charge will be given on the Owner's Policy. No credit will be given from the \$75 fee.

#### 3.03 Builder's/Investor's Rate

The Builder's/Investor's Rate on orders placed after September 15, 2003, is \$1.50 per thousand for the first \$250,000 of liability, and \$1 per thousand for liability above \$250,000, minimum \$250. The Builder's/Investor's Rate will apply in the following situations:

- A. Where two or more houses are constructed, or to be constructed, on building plots within the same chain of title, and requiring only one examination of the original base title; or
- B. Where one or more building plots have been acquired and so improved within a subdivision, the title to which we have insured; or
- C. Where one or more plots have been acquired by an established residential builder/investor; and
- D. Where the builder/investor is paying for the title insurance.

#### 3.04 Subdivision Charge

A special charge known as the subdivision charge will be granted under the following circumstances:

- A. Premises owned by one owner have been platted into 10 or more lots, or where one owner owns 10 or more lots within a platted subdivision; and
- B. The owner proposes to sell vacant lots to individual purchasers and furnish an owner's title insurance policy to each purchaser, as evidence of title, in lieu of furnishing an abstract of title; and
- C. The owner of such premises has either an outstanding owner's title insurance policy thereon, issued by the Company, or has caused the Company to prepare a blanket title report covering all of said premises owned by him. (Note: A minimum charge for the preparation of such blanket title report may be necessary in individual cases.)

The Subdivision Charge shall be quoted by the revenue manager. The quote shall be in writing and given a contract rate number. All subsequent orders placed pursuant to this quotation shall have this number affixed to the "Order Sheet". Copies of all Subdivision Charge quotations are to be given to the Metro Manager, the affected Branch Manager, and Office Counsel. A copy of each contract shall be filed in the Contract Rate Book.

Before the rate is established and quoted to the customer, it must be filed with the Kansas Insurance Department under the "U & U Rule".

3.05 Developer and Builder Rate

Where the Developer is also the builder on one or more building plots within a subdivision and we have already insured the Developer's underlying subdivision base Title.

The Developer and Builder rate is \$1.50 per thousand for the first \$200,000 of Liability, and \$.50 per thousand for liability above \$200,000, minimum \$250.

- 3.06 (SECTION HELD OPEN FOR FUTURE USE)
- 3.07 (SECTION HELD OPEN FOR FUTURE USE)
- 3.08 Rundown and Endorsement on Construction Loan Policies. Where the Company is disbursing construction funds pursuant to a construction loan escrow and disbursing agreement, there is no additional charge for periodic title rundown and endorsements to cover each disbursement. Where the Company is not disbursing the funds, however, the charge for each rundown and endorsement shall be \$150.

#### 3.09 Permanent Loans on New Commercial Projects

Where the Company has previously insured the lien of a construction loan on a commercial project, and collected the appropriate premium therefor, we will insure the lien of a permanent mortgage, which replaces the construction mortgage, for a processing or work charge only. If the amount of the permanent mortgage exceeds the amount of the construction mortgage, it will be necessary to bill additional premium for the excess amount. The processing charge is \$250.00. Of course, any extended or special coverages given in the permanent loan policy should be billed at the appropriate rate in addition to the work charge.

If an unusual amount of work is involved, we must file our rate under the "U and U Rule".

#### SECTION 4 CHARGES FOR ADDITIONAL OR SPECIAL SERVICES AND COVERAGES

#### 4.01 Additional Charges

All of the above charges are for ordinary or normal cases.

When the premises to be insured consist of multiple tracts coming from separate chains of title, an additional charge of \$100.00 for each additional tract for residential and \$150 for each additional tract for non-residential shall be made.

In cases involving a long and intricate title, an appropriate additional charge, fixed by the examiner, will be made.

In order to comply with Kansas law, a special rate filing will need to be made under the "Unique and Unusual Rule". Consult the Area Manager in these cases.

4.02 Commitment Charges

Preliminary Title Report charges or commitment charges are made to compensate the Company for the work done in preparing a commitment when no policy is issued.

A "Preliminary Title Report charge" is made when a title report is issued with no likelihood of a policy being issued in the next 6 months.

A "Commitment charge" is made when there is a strong possibility a policy will be written, but we are aware of contingencies that will result in cancellation of the order.

- A. The fee for a Preliminary Title Report on 1-to-4-family residential properties is \$250.00. Charge \$125.00 for each update report issued.
- B. A commitment charge of \$350 on a 1-4 family residential property, which includes the curative work.
- C. The fee for a Preliminary Title Report on commercial properties is \$500.00.
- D. If more than three hours of search and examination time is required, add \$100.00 to the charge for the Preliminary Title Report or Commitment.
- E. A commitment charge of \$150.00 is made on 1-to-4-family residential properties. If copies of deeds and/or exceptions are required, the fee is \$200.00.
- F. A commitment charge of \$500.00 is made on commercial properties.
- G. An examination fee of \$350 on commercial transactions which includes but is not limited to curative work.

The Commitment Charges at "B", "D", "E" and "F" above shall also apply as cancellation fees in cases where an order for a policy is cancelled. To collect

these fees, the customer must be advised, before the commitment is issued, that there will be a cancellation or commitment charge.

Amounts paid for Preliminary Title Reports or Commitments, except construction binders issued by Fidelity National Title Insurance (Section 3.02 of this manual), shall be credited toward the premium due for any policy issued pursuant to those reports.

4.03 Special Coverages

#### Extraordinary Risks

Our published schedule of rates creates sufficient reserves to cover losses arising from our assumption of "normal" risks. While we sometimes accept greater-than-normal risks, our loss experience is naturally less favorable in such cases. It is therefore the Company's policy that, where appropriate underwriting authority has determined that an extraordinary risk is nevertheless acceptable, the Company should be compensated accordingly. It is not possible to enumerate these risks, but they might be such things as insuring against forced removal by reason of an encroachment, or deleting some cloud on the title, such as by adverse possession affidavit, without requiring suit to quiet title. The possibilities are as diverse as the imaginations of counsel are fertile. Likewise, it is not possible to formulate any schedule of charges for such risks. Unless there is a sufficient experience or custom factor to serve as a guide, an officer should be consulted.

If unusual or unique circumstances require additional charges, a special rate filing under the "U and U Rule" is required.

- 4.04 (SECTION HELD OPEN FOR FUTURE USE)
- 4.05 Service and Closing Fees
  - I. Residential Properties:

Standard Escrow Related Fees across all metro area residential escrow offices. All fees below will be charged to the party shown unless instructed otherwise in contract.

#### SALE TRANSACTIONS WITH NEW LOAN

Seller Fees:	\$0	New Construction transaction where seller is
		builder, or transactions where developer is selling individual lot to builder.
	\$150	Customary Realtor Assisted Transactions (non- inclusive of overnight delivery fees, wire fees or other additional services).
	\$300	All inclusive rate for transactions where seller is/has negotiated a short sale with their lender.
	\$335	Relocation Transactions where all-inclusive seller fee is required and commitment has been issued by agent of the company.
	\$325	Relocation Transactions (non-inclusive of overnight delivery fees, wire fees or other additional services).
	\$250	All-inclusive rate where Foreclosing Lender is Seller
	\$200	Non-Realtor Assisted (FSBO) Customary Transactions (non-inclusive of overnight delivery fees, wire fees or other additional services).
	\$200	Foreclosing lender is seller (this rate is non- inclusive of other fees for overnight fees and services or delivery fees and services).
Buyer Fees	\$325	Escrow Fee/Settlement Services when loan obtained by institutional lender (All inclusive fee)
	\$125	Jr. Lien Closing Fee, if closed simultaneous with first.

## SALE TRANSACTION WITH OTHER FINANCING OR CASH

Seller Fees:	\$0	New Construction transaction where seller is builder, or transactions where developer is selling individual lot to builder.
	\$150	Customary Realtor Assisted Transactions (non-inclusive of overnight delivery fees, wire fees or other additional services)
	\$300	All inclusive rate for transactions where seller is/has negotiated a short sale with their lender).
	\$335	Relocation Transactions where all-inclusive seller fee is required and commitment has been issued by agent of the company.
	\$325	Relocation Transactions (non-inclusive of overnight delivery fees, wire fees or other additional services).
	\$250	All-inclusive rate where Foreclosing Lender is Seller
	\$200	Non-Realtor Assisted (FSBO) Customary Transactions (non-inclusive of overnight delivery fees, wire fees or other additional services).
	\$200	Foreclosing lender is seller (this rate is non- inclusive of other fees for overnight fees and services or delivery fees and services).
Buyer Fee	\$200	Escrow/Settlement Services

#### **REFINANCES**

Borrower	\$325	Escrow Fee/Settlement Services
Borrower	\$200	HARP / FHA SF Streamline Loan Closing Fee

#### **CLOSING FEES FOR CENTRALIZED RATE**

Escrow Fee/Settlement Services in connection with transactions insured within the program guidelines shown in Section 5.15a – Centralized Refinance Rate, and where a closing statement and other documents are prepared by Centralized Processing Unit.

Liability Amount	Amount
Up to \$100,000	\$325
\$100,001 to \$125,000	\$350
\$125,001 to \$150,000	\$375
\$150,001 to \$175,000	\$420
\$175,001 to \$200,000	\$425
\$200,001 to \$250,000	\$430
\$250,001 to \$300,000	\$435
\$300,001 to \$350,000	\$440
\$350,001 to \$400,000	\$445
\$400,001 to \$450,000	\$450
\$450,001 to \$500,000	\$455
\$500,001 to \$1,000,000	\$500

For transactions exceeding \$1,000,000 in liability, the closing fee is \$500 plus \$1.00 per thousand.

An additional fee for notary services in the amount of \$75 may be charged in counties outside Johnson and Wyandotte.

	I	
Witness Signing	\$200	Accommodation Signing - Buyer/Borrower
Witness Signing	\$75	Accommodation Signing - Seller
Document	\$50	
Preparation		
After Hours Closing	\$50	Scheduled after 5:30 pm in our offices
Traveling Closing	\$100	Closing at client's location per customer
		request
Weekend Closing	\$200	At customer request in our offices
Hold Open Fee	\$75	For resale (charge premium according to sales
		price on first transaction + hold open; on 2 <sup>nd</sup>
		transaction, determine premium for new sales
		price, then deduct premium already paid - NO
		CREDIT FOR HOLD OPEN FEE given) - good
		for 6 months
	\$75	Renewal fee for hold open to be good for
	-	another 6 months; search of records will be
		required.
Courier/Overnight	\$28	Handling and delivery fee for overnight delivery
Delivery & Services		
Courier/Overnight	\$20	Handling and delivery fee for overnight delivery
Delivery & Services	-	on relocation transactions where all-inclusive
		seller fee is not used.
Rush Delivery	\$28	One hour courier - handling and delivery fee
Wire Fees &	\$28	For outgoing wire of seller or Borrower funds
Services		
Wire Fees &	\$25	For outgoing wire of seller funds on relocation
Services		transactions where all-inclusive seller fee is not
		used.
Online Document	\$35	Applied to witness only signings and
Transfer Fee		transactions that require multiple document
		printings.
Certified Check	\$50	When any party in the transaction requires a
Fees & Services		cashier's check for proceeds from a transaction
р		· · ·

## <u>OTHER</u>

## **CLOSING STATEMENT PREPARATION, DISBURSEMENT AND RECORDING**

Closing Statement, Notary Preparation, Disburse, and Recording Service	\$270	Settlement services for mail out or outside service closings
Disbursement and Recording Services	\$100	Closing done by the lender, with lender HUD.
Disbursement Only Transactions	\$75	For lender prepared and closed.

#### TITLE SERVICE FEES

Residential Relo Search Package	\$250	Property search without issuing a commitment for relocation transaction
U		
Document Copies	\$25	Up to five (5) pages – additional pages at \$2 each.

#### II. Commercial Properties:

#### A. Sale Transactions:

Sale Amount:	Rate:
\$500,000 or less -	\$600.00
\$500,001 to \$2,000,000 -	\$800.00
\$2,000,001 to \$5,000,000 -	\$1,000.00
\$5,000,001 and above -	\$1,250.00

#### B. Refinance Transactions:

Loan Amount:	Rate:
\$500,000 or less	\$400.00
\$500,001 to \$2,000,000	\$600.00
\$2,000,001 to \$5,000,000	\$800.00
\$5,000,001 and above	\$1,000.00

#### 4.06 Copies of Policies

If an insured requests a copy of his policy more than 6 months after the original has been issued, we require that the request be in writing, and charge \$25.00.

If the insured requests a duplicate original - charge \$75.00.

These charges shall be waived if the insured establishes to our satisfaction that he never received the original policy.

4.07 Charge for Mortgage failing to meet register of deeds format requirements A service charge of \$50 will be made when a mortgage submitted for recording and issuance of title insurance fails to meet the register of deeds' formatting requirements concerning width of margins.

#### **SECTION 5 OTHER SPECIAL RATES**

#### 5.01 Commercial Reissue Rate

The reissue rate applies only to policies on property other than one-to-four family. The reissue rate is the Commercial Rate, less the reissue credit.

Reissue rates apply when a prior owner's title insurance policy on the premises in question has been issued by an underwriter licensed in Kansas to the current owner and is available to us.

Commercial <u>Reissue Credit.</u>

A. The reissue credit shall be 40 percent of the regular rate on the amount of the prior owner's policy, or the most recent loan policy, if more recent and for a greater amount.

Liability in excess of the amount of the prior policy will be billed at the regular rate.

- B. If the examination of title reveals any of the following since the prior policy: a bankruptcy, foreclosure, multiple lawsuits or judgments, a gap in title, a passage of title into divided interests of less than 1/16, more than 25 additional easements, then no reissue credit is available.
- 5.02 No Longer Applicable Open For Future Use

#### 5.03 Commercial Substitution Rate

In cases involving commercial or industrial property where we have an existing loan policy not over three years old, and the same borrower asks us to issue a new loan policy on a substitute loan, we will charge 60% of the standard rate up to the principal amount of the original loan, plus standard rates for any increase in the loan amount over said amount.

5.04 No longer applicable - Open for future use

5.05 Residential Second Rate (also known as Home Equity Rate)

## HOME EQUITY LOAN PROGRAM

POLICY TO BE ISSUED: Standard ALTA Loan Form

ENDORSEMENTS AVAILABLE (see Section 5.13 for endorsement pricing):

- 1. ALTA Form 6-06 and 6.2-06, Variable Rate Mortgage.
- 2. ALTA Form 14-06 Series, Future Advances.

RATE SCHEDULE:

\$15,000 or less
\$15,001 to \$20,000
\$20,001 to \$30,000
\$30,001 to \$40,000
\$40,001 to \$50,000
\$50,001 to \$60,000
\$60,001 to \$70,000
\$70,001 to \$80,000
\$80,001 to \$90,000
\$90,001 to \$100,000
Per thousand for policies greater than \$100,001

SPECIAL CONDITIONS & PROCEDURES:

1. This rate does not include any escrow service and is limited to 1-to-4-family residential properties.

2. This rate is applicable when the policy to be issued insures any junior mortgage on residential property, provided all of the conditions set forth herein are met.

#### 5.06 Future Advances

Where the Company endorses an existing loan policy to cover a future advance, make a rundown charge of \$50.00, plus 60% of the regular rate on the amount of the advance, to the extent that the total indebtedness after the advance does not exceed the original face amount of the policy. If the total indebtedness after the advance does exceed the original face amount of the policy, charge 100% of the regular rate on the portion of the advance that causes the original face amount of the policy to be exceeded.

## 5.07 Swing Loans

A residential purchaser frequently contemplates using the proceeds of the sale of his prior residence to apply to the purchase of a new one. Where the prior residence has not yet been sold, or the sale thereof has not yet closed, it is sometimes necessary for him to obtain a "swing loan" on the prior residence to generate the funds necessary to close on the new one. The full rate, as determined under Sec. 2.01 hereof, should be charged for any policy insuring a swing loan mortgage on the prior residence. Thereafter, when the prior residence is sold, and we issue a policy to the purchaser, the seller is entitled to a credit against the premium therefor equivalent to the premium paid for the swing loan policy, less \$75.00

## 5.08 Hold Open

Title to land is often acquired by an individual as nominee for a group of investors, or in some similar capacity. It is intended that a corporation or partnership will be formed by the group to which title is to be conveyed. It is requested that we withhold issuance of our owner's policy to reflect such transfer. This is a reasonable request, and where the premium has already been paid and we do not have to hold the file open for more than twelve months, we will do so and charge only a processing charge which is \$75.00

## 5.09 Trade-Ins

In the case of residential properties accepted as trade-ins by brokers, where the premium for an owner's policy is paid by the broker's client in the amount established between the parties as the trade-in allowance, the file will be held open and a policy issued to the ultimate purchaser from the broker within six months from the date of the commitment, at a charge of \$75.00, plus the regular rate on any portion of the sale price representing an excess over the value established at the time of trade.

## 5.10 Contracts for Deed

Where an insured (as defined in paragraph 1(a) of the Conditions and Stipulations) in a contract for deed policy has or is about to acquire fee title by reason of full performance of the contract for deed, we will issue a dated-down policy showing title vested in our insured, which policy should be in the amount of the current fair market value of the property, for a processing charge of \$75.00, plus the regular rate on the excess of current fair market value over the original policy amount. The contract for deed policy must be surrendered for cancellation.

5.11 Nonstandard Endorsement Charge

A nonstandard endorsement charge is imposed when a proposed insured requests and the Company agrees to a modification of the language of a standard endorsement. The charge is \$100 per endorsement.

5.12 ALTA Residential Limited Coverage Mortgage Modification Policy

The premium charge shall be:

Policy Amount	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.

5.13 Standard Endorsements - Classification and Charges

## Class A – Additional 25%<sup>1</sup> (\$250 minimum) (See Section 5.14)

- ALTA Form 10.1-06 (Assignment and Date Down) [Nonresidential]
- ALTA Form 11-06 (Mortgage Modification) [Nonresidential]
- ALTA Form 11.1-06 (Mortgage Modification with Subordination) [Nonresidential]
- ALTA Form 11.2-06 (Mortgage Modification with Additional Amount of Insurance) [Nonresidential]<sup>2</sup>
- ALTA Form 30-06 (One-to-Four Family Shared Appreciation Mortgage) [Residential]
- ALTA Form 30.1-06 (Commercial Participation Interest) [Nonresidential]
- Date-Down Endorsement 1 [Nonresidential and No Construction]
- Policy Modification 15 (Increase of Insurance)
- Post-Policy Transaction Modification [Nonresidential]

<sup>2</sup>The charge for the endorsement is in addition to the appropriate additional premium for the increased amount of insurance.

<sup>3</sup>In zoning Risk Level 1, all of the following must be true:

- (a) No improvements within the last 12 months and none contemplated.
- (b) Zoning has been in effect at least one year.
- (c) Use of property is not changing.

If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2.

<sup>&</sup>lt;sup>1</sup>When the charge is expressed as "additional \_ percent," it refers to a percentage of the "Whole" premium, which means the charge determined under section 2.01 or 2.02 of this manual, without reduction by reissue or simultaneous issue or other discount or credit.

#### Class B – Additional 20%

- ALTA Form 3.1-06 (Zoning Completed Structure) (Risk Level 2)<sup>3</sup>
- ALTA Form 3.2-06 (Zoning Land Under Development) (Risk Level 2)<sup>3</sup>

## Class C – Additional 15%

## {Reserved for Future Use}

## Class D – Additional 10%

- ALTA Form 3-06 (Zoning Unimproved Land) (Risk Level 2)<sup>3</sup>
- ALTA Form 15-06 (Non-Imputation Full Equity Transfer)
- ALTA Form 15.1-06 (Non-Imputation Additional Insured)
- ALTA Form 15.2-06 (Non-Imputation Partial Equity Transfer)
- ALTA Form 31-06 (Severable Improvements)
- ALTA Form 43-06 (Anti-Taint)
- ALTA 46-06 (Option)
- Fairway (Change in Composition of Insured Entity)
- Option Endorsement
- Option Endorsement (Loan Policy)
- Option to Repurchase or Lease (Owner's Policy)
- SE 199 (Wind Farm Zoning Endorsement) (ALTA 3.1 MOD)

#### Class E - 10 cents per Thousand

• 1001-KS (Mechanic's Lien - Statutory Bond)

#### Class F - \$400

- ALTA Form 3.1-06 (Zoning Completed Structure) (Risk Level 1)<sup>3</sup>
- ALTA Form 3.2-06 (Zoning Land Under Development (Risk Level 1)<sup>3</sup>

## Class G - \$350

 Small Commercial Loan Policy Endorsement Pack (ALTA 9-06 – Restrictions, Encroachments, Minerals; ALTA 22-06 – Location; ALTA 19-06/19.1-06 – Contiguity; ALTA 17-06 – Access; ALTA 18-06/18.1-06 – Tax Parcel; ALTA 25-06 – Same As Survey) [Nonresidential]

## Class H - \$200

- ALTA Form 3-06 (Zoning Unimproved Land) (Risk Level 1)<sup>3</sup>
- ALTA Form 9.6-06 (Private Rights Loan Policy) [Nonresidential]
- ALTA Form 9.6.1-06 (Private Rights Current Assessments) [Nonresidential]
- ALTA Form 9.9-06 (Private Rights Owner's Policy) [Nonresidential]
- ALTA Form 40-06 (Tax Credit Owner's Policy)
- ALTA Form 40.1-06 (Tax Credit Defined Amount Owner's Policy)<sup>2</sup>
- Assumption [Nonresidential]
- Anti-Clogging
- Change of Name of Insured Endorsement [Nonresidential]
- Post-Policy Transaction Modification [Nonresidential Construction Date Down]
- Shopping Center [Nonresidential]
- Synthetic Lease (Lease vs. Mortgage) [Nonresidential]
- Tax Benefit Endorsement [Nonresidential]

## Class I - \$150

- ALTA Form 1-06 (Street Assessments) [Nonresidential]
- ALTA Form 4-06 (Condominium) [Nonresidential]
- ALTA Form 4.1-06 (Condominium) [Nonresidential]
- ALTA Form 5-06 (Planned Unit Development) [Nonresidential]
- ALTA Form 5.1-06 (Planned Unit Development) [Nonresidential]
- ALTA Form 6-06 (Variable Rate) [Nonresidential]
- ALTA Form 6.2-06 (Variable Rate Mortgage Negative Amortization) [Nonresidential]
- Form 6.2-06 (Variable Rate Mortgage Negative Amortization with Convertible Modification) [Nonresidential]
- ALTA Form 8.2-06 (Commercial Environmental Lien) [Nonresidential]
- ALTA Form 9-06 (Restrictions, Encroachments, Minerals Loan Policy) [Nonresidential]
- ALTA Form 9.1-06 (Covenants, Conditions and Restrictions Unimproved Land – Owner's Policy) [Nonresidential]
- ALTA Form 9.2-06 (Covenants, Conditions and Restrictions Improved Land Owner's Policy) [Nonresidential]
- ALTA Form 9.3-06 (Covenants, Conditions and Restrictions Loan Policy) [Nonresidential]
- ALTA Form 9.6-06 (Private Rights Loan Policy) [Residential]
- ALTA Form 9.6.1-06 (Private Rights Current Assessments) [Residential]
- ALTA Form 9.7-06 (Restrictions, Encroachments, Minerals Land under Development – Loan Policy) [Nonresidential]
- ALTA Form 9.8-06 (Covenants, Conditions and Restrictions Land Under Development – Owner's Policy) [Nonresidential]
- ALTA Form 9.9-06 (Private Rights Owner's Policy) [Residential]
- ALTA Form 9.10-06 (Restrictions, Encroachments, Minerals Current Violations

- Loan Policy) [Nonresidential]

- ALTA Form 10-06 (Assignment) [Nonresidential]
- ALTA Form 10.1-06 (Assignment and Date Down) [Residential]
- ALTA Form 11-06 (Mortgage Modification) [Residential]
- ALTA Form 11.1-06 (Mortgage Modification with Subordination) [Residential]
- ALTA Form 11.2-06 (Mortgage Modification with Additional Amount of Insurance) [Residential]<sup>2</sup>
- ALTA Form 12-06 (Aggregation Loan Policy)
- ALTA Form 12.1-06 (Aggregation State Limits Loan Policy)
- ALTA Form 14-06 (Future Advance Priority) [Nonresidential]
- ALTA Form 14.1-06 (Future Advance Knowledge) [Nonresidential]
- ALTA Form 14.2-06 (Future Advance Letter of Credit) [Nonresidential]
- ALTA Form 14.3-06 (Future Advance Reverse Mortgage) [Nonresidential]
- ALTA Form 16-06 (Mezzanine Financing)
- ALTA Form 17-06 (Access and Entry) [Nonresidential]
- ALTA Form 17.1-06 (Indirect Access and Entry) [Nonresidential]
- ALTA Form 17.2-06 (Utility Access) [Nonresidential]
- ALTA Form 18-06 (Single Tax Parcel) [Nonresidential]
- ALTA Form 18.1-06 (Multiple Tax Parcel) [Nonresidential]
- ALTA Form 19-06 (Contiguity Multiple Parcels) [Nonresidential]
- ALTA Form 19.1-06 (Contiguity Single Parcel) [Nonresidential]
- ALTA Form 19.2-06 (Contiguity Specified Parcels) [Nonresidential]
- ALTA Form 20-06 (First Loss Multiple Parcel Transaction)
- ALTA Form 22-06 (Location) [Nonresidential]
- ALTA Form 22.1-06 (Location and Map) [Nonresidential]
- ALTA Form 24-06 (Doing Business) [Nonresidential]
- ALTA Form 25-06 (Same as Survey) [Nonresidential]
- ALTA Form 25.1-06 (Same as Portion of Survey) [Nonresidential]
- ALTA Form 26-06 (Subdivision) [Nonresidential]
- ALTA Form 28-06 (Easement Damage or Enforced Removal)
- ALTA Form 28.1-06 (Encroachments Boundaries and Easements)
- ALTA Form 28.2-06 (Encroachments Boundaries and Easements Described Improvements)
- ALTA Form 28.3-06 (Encroachments Boundaries and Easements Described Improvements and Land Under Development)
- ALTA Form 29-06 (Interest Rate Swap Direct Obligation)
- ALTA Form 29.1-06 (Interest Rate Swap Additional Interest)
- ALTA Form 29.2-06 (Interest Rate Swap Direct Obligation Defined Amount)<sup>2</sup>
- ALTA Form 29.3-06 (Interest Rate Swap Additional Interest Defined Amount)<sup>2</sup>
- ALTA Form 35-06 (Minerals and Other Subsurface Substances Buildings)
- ALTA Form 35.1-06 (Minerals and Other Subsurface Substances Improvements)
- ALTA Form 35.2-06 (Minerals and Other Subsurface Substances Described Improvements)
- ALTA Form 35.3-06 (Minerals and Other Subsurface Substances Land Under Development)

- ALTA Form 36-06 (Energy Project Leasehold/Easement Owner's Policy)
- ALTA Form 36.1-06 (Energy Project Leasehold/Easement Loan Policy)
- ALTA Form 36.2-06 (Energy Project Leasehold Owner's Policy)
- ALTA Form 36.3-06 (Energy Project Leasehold Loan Policy)
- ALTA Form 36.4-06 (Energy Project Covenants, Conditions and Restrictions Land Under Development – Owner's Policy)
- ALTA Form 36.5-06 (Energy Project Covenants, Conditions and Restrictions Land Under Development – Loan Policy)
- ALTA Form 36.6-06 (Energy Project Encroachments)
- ALTA Form 36.7-06 (Energy Project Fee Estate Owner's Policy)
- ALTA Form 36.8-06 (Energy Project Fee Estate Loan Policy)
- ALTA Form 37-06 (Assignment of Rents or Leases) [Nonresidential]
- ALTA Form 38-06 (Mortgage Tax)
- ALTA Form 41-06 (Water Buildings)
- ALTA Form 41.1-06 (Water Improvements)
- ALTA Form 41.2-06 (Water Described Improvements)
- ALTA Form 41.3-06 (Water Land Under Development)
- ALTA Form 42-06 (Commercial Lender Group) [Nonresidential]
- ALTA Form 45-06 (Pari Passu Mortgage)
- Post-Policy Transaction Modification [Residential Date Down]
- Bondholder (Mod 119.4)
- Bonds Loss Payee
- Bonds Non Merger of Sub-Leasehold
- CLTA Form 107.9 (Additional Insured) [Nonresidential]
- CLTA Form 111 (Mortgage Priority, Partial Reconveyance) [Nonresidential]
- Effect of Tax Sale on Easement
- Encroachment Endorsement 1
- Encroachment Endorsement 2
- Foundation Survey Endorsement [Nonresidential]
- Inflation Protection One-to-Four Family [Residential]
- Installment Contract Purchaser [Nonresidential]
- Large Mutual Note [Nonresidential]
- Merger Mortgage and Fee [Nonresidential]
- Restrictions 4A (Violation of Building Line) [Nonresidential]
- SE 198 Wind Farm Electrical Generation and Transmission
- SE 201 Wind Farm Single Integrated Project Access and Entry
- SE 248 Wind Farm Contiguity Endorsement
- Successor Endorsement
- USA Form Policy Date Down
- All endorsement forms filed with the Kansas Insurance Commission not otherwise listed in this Section other

## Class J – RESERVED FOR FUTURE USE

## Class K - \$75 - Residential Only

- ALTA Form 7 Series
- ALTA Form 10-06 (Assignment)
- Assumption
- Change of Name of Insured Endorsement
- Post-Policy Transaction Modification [Residential No Date Down]

## Class L – \$50

- ALTA Form 32-06 (Construction Loan Loss of Priority)
- ALTA Form 32.1-06 (Construction Loan Loss of Priority Direct Payment)
- ALTA Form 32.2-06 (Construction Loan Loss of Priority Insured's Direct Payment)
- ALTA Form 33-06 (Disbursement)
- ALTA Limited Pre-Foreclosure Date Down Endorsement (See Section 2.12(C))
- Installment Contract Purchaser [Residential]

## Class M - \$25 - Residential Only

- ALTA Form 17-06 (Access and Entry)
- ALTA Form 17.1-06 (Indirect Access and Entry)
- ALTA Form 17.2-06 (Utility Access)
- ALTA Form 18-06 (Single Tax Parcel)
- ALTA Form 18.1-06 (Multiple Tax Parcel)
- ALTA Form 19-06 (Contiguity Multiple Parcels)
- ALTA Form 19.1-06 (Contiguity Single Parcel)
- ALTA Form 19.2-06 (Contiguity Specified Parcels)
- ALTA Form 24-06 (Doing Business)
- ALTA Form 25-06 (Same as Survey)
- ALTA Form 25.1-06 (Same as Portion of Survey)
- ALTA Form 26-06 (Subdivision)
- ALTA Form 37-06 (Assignment of Rents or Leases)
- ALTA JR Loan Endorsement 1
- ALTA JR Loan Endorsement 2
- CLTA Form 107.9 (Additional Insured)
- CLTA Form 111 (Mortgage Priority, Partial Reconveyance)
- Foundation Survey Endorsement
- Merger Mortgage and Fee

## Class N - No Charge – Residential Only

- ALTA Form 1-06 (Street Assessments)
- ALTA Form 4-06 (Condominium)

- ALTA Form 4.1-06 (Condominium)
- ALTA Form 5-06 (Planned Unit Development)
- ALTA Form 5.1-06 (Planned Unit Development)
- ALTA Form 6-06 (Variable Rate)
- ALTA Form 6.2-06 (Variable Rate Mortgage Negative Amortization)
- Form 6.2-06 (Variable Rate Mortgage Negative Amortization with Convertible Modification)
- ALTA Form 7-06 (Manufactured Housing Unit)
- ALTA Form 7.1-06 (Manufactured Housing Conversion Loan Policy)
- ALTA Form 7.2-06 (Manufactured Housing Conversion Owner's Policy)
- ALTA Form 8.1-06 (Environmental Protection Lien)
- ALTA Form 9-06 (Restrictions, Encroachments, Minerals Loan Policy)
- ALTA Form 9.1-06 (Covenants, Conditions and Restrictions Unimproved Land – Owner's Policy)
- ALTA Form 9.2-06 (Covenants, Conditions and Restrictions Improved Land Owner's Policy)
- ALTA Form 9.3-06 (Covenants, Conditions and Restrictions Loan Policy)
- ALTA Form 9.7-06 (Restrictions, Encroachments, Minerals Land under Development – Loan Policy)
- ALTA Form 9.8-06 (Covenants, Conditions and Restrictions Land Under Development – Owner's Policy)
- ALTA Form 9.10-06 (Restrictions, Encroachments, Minerals Current Violations – Loan Policy)
- ALTA Form 14-06 (Future Advance Priority)
- ALTA Form 14.1-06 (Future Advance Knowledge)
- ALTA Form 14.2-06 (Future Advance Letter of Credit)
- ALTA Form 14.3-06 (Future Advance Reverse Mortgage)
- ALTA Form 22-06 (Location)
- ALTA Form 22.1-06 (Location and Map)
- Bi-weekly
- FNMA Balloon Mortgage Endorsement
- Large Mutual Note
- Restrictions 4A (Violation of Building Line)

#### Class O – Price based on Risk Assumed

- ALTA Form 34-06 (Identified Risk Coverage)
- Blank Endorsement

#### Class P – No Charge

- ALTA Form 13-06 (Leasehold Owner's Policy)
- ALTA Form 13.1-06 (Leasehold Loan Policy)

- ALTA Form 23-06 (Coinsurance Single Policy)
- ALTA Form 39-06 (Policy Authentication)
- ALTA Form 44-06 (Insured Mortgage Recording)
- Lack of Signatures Loan Policy
- Lack of Signatures Owner's Policy
- Facilities Endorsement
- SE 200 (Wind Farm Leasehold and Easement Endorsement) (ALTA 13.06 MOD)
- Waiver of Arbitration

#### 5.14 Endorsements Subsequent to Policy Issuance

For Class A endorsements on post-policy transactions, ("PPT"<sup>4</sup> endorsements), the charge is the greater of:

- 1. 25% of the whole premium applicable to the policy; or
- 2. \$50 per hour with a minimum charge of \$250

[This charge is not divided with agents. Agent charges, if applicable, are in addition to the charge so determined.]

<sup>4</sup>Any endorsement issued in conjunction with a transaction involving the land or the insured mortgage subsequent to the issuance of the policy, in connection with which any of the following occur: (1) the name of the insured is changed; (2) we are asked to amend the description of the insured mortgage to include another instrument; (3) the description of the land is changing by either addition or deletion of land; (4) we are asked to redate the policy to a current date; or (5) we are asked to insure against instruments appearing of record between the policy date and the current date.

- 5.15 Centralized Refinance Rates
  - A. Centralized Refinance Rate I

The charge for a loan policy issued in connection with loan transactions which meet the criteria set forth below shall be as follows:

Amount of Insurance	Centralized Refinance Rate I
\$1 - \$250,000	\$360
\$250,001 - \$500,000	\$540
\$500,001 - \$750,000	\$660
\$750,001 - \$1,000,000	\$800
\$1,000,001 - \$1,250,000	\$925
\$1,250,001 - \$1,500,000	\$1,000
\$1,500,001 - \$2,000,000	\$1,075
\$2,000,001 - \$3,000,000	\$1,300

The Centralized Refinance Rate I applies only to loan transactions which meet the following criteria:

- 1. The loan is not in excess of \$3,000,000.00;
- 2. 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;
- 3. The loan proceeds must be used to refinance an existing loan secured by the same property;
- 4. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment; and;
- 5. The new policy coverage is ALTA in form (including an ALTA Loan Policy or ALTA Short Form Residential Loan Policy) with streamlined searching providing for generic exceptions for CC&Rs, easements, minerals, mineral rights or survey matters.
- **Note 1**: Not applicable to construction loans or loan policies issued concurrently with owner's policies.
- **Note 2:** Where the applicable rate(s) and form(s) is filed, or otherwise authorized to be issued, coverages provided under the following endorsements will be included at no additional charge upon request of the lender at the time of policy issuance: ALTA 4-06, ALTA 5-06, ALTA 6-06, ALTA 6.2-06, and ALTA 9-06, ALTA 22-06 and ALTA 28-06. All other endorsements shall be charged in accordance with this manual.
- **Note 3**: No agent or underwritten title company may offer this rate unless expressly authorized in writing by the Company's management to do so for each lender.

#### B. Centralized Refinance Rate II

The charge for a loan policy issued in connection with loan transactions which meet the criteria set forth below shall be as follows:

Amount of Insurance	Centralized Refinance Rate II
\$1 - \$250,000	\$320
\$250,001 - \$500,000	\$400
\$500,001 - \$750,000	\$460
\$750,001 - \$1,000,000	\$520
\$1,000,001 - \$1,250,000	\$630
\$1,250,001 - \$1,500,000	\$750

The Centralized Refinance Rate II applies only to loan transactions which meet the following criteria:

- The lender must enter into an agreement with either the Company's centralized processing units or with an agent or underwritten title company authorized by the Company in writing to offer this rate which specifies, among other matters, a maximum cancellation rate and the methods of order opening and tracking;
- 2. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment;
- 3. The loan is not in excess of \$1,500,000.00;
- 4. 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;
- 5. The loan proceeds must be used to refinance an existing loan secured by the same property;
- 6. The loan transaction must be initiated and coordinated through a centralized point of contact with the originating lender;
- Orders must be opened with the Company's centralized processing units or with an agent or underwritten title company authorized by the Company to offer this rate;
- 8. Cancelled orders must not exceed the maximum cancellation rate established by the Company's centralized processing units or by an agent or underwritten title company authorized by the Company to offer this rate; and
- 9. ALTA Short Form Residential Loan Policy must be issued.

**Note 1:** Not applicable to construction loans or loan policies issued concurrently with owner's policies.

**Note 2:** There is no additional charge for any endorsements customarily issued concurrently with a policy priced pursuant to this Section when requested at the time of policy issuance.

**Note 3:** In order to offer this rate, an agent or underwritten title company, and any office thereof offering this rate, must have a multi-state presence, must process transactions in a centralized electronic environment, and must perform the management functions otherwise required of the Company's centralized processing divisions under the provisions of this Section. In addition, no agent or underwritten title company may offer this rate unless expressly authorized in writing by the Company's management to do so for each lender.

#### 5.16 A.I.R. Rates

For residential refinance transaction where FNAS is to be provided by electronic transmission all necessary information for order placement with reduced manual data entry, with use of a short form policy or master policy and certificate generally in the form of an ALTA Short Form Residential Loan Policy Format of ALTA Master Residential Loan Policy, with standardized exceptions in summary format and order processing and delivery through a centralized platform. Standard endorsements will be included at no additional charge upon request of the lender at the time of policy issuance.

Policy Amount	<u>Rate</u>
\$0 to \$250,000	\$600
\$250,001 to \$500,000	\$750
\$500,001 to \$750,000	\$850
\$750,001 to \$1,000,000	\$960
\$1,000,001 to \$1,250,000	
\$1,250,001 to \$1,500,000	\$1,160

#### 5.17 Mortgage Modification Guarantee

Assures that the validity, priority and enforceability of a recorded mortgage has not been diminished or lost by reason of a modification or amendment.

\$125.00 Flat Fee. Amount of Liability is the unpaid principal balance of the loan not to exceed \$250,000 liability.

#### SECTION 6 OWNERSHIP INFORMATION SERVICES AND FEES

6.01 Ownership and Encumbrance Report - <u>One to Four Family Residential Property</u> - \$125.00

This product is offered when the customer requests written, verified ownership and encumbrance information but does not require insurance.

It includes:

- Name(s) in which Title is currently held
- Legal Description
- Real estate taxes
- Liens, encumbrances and other matters agreed to by the customer and the Company

The amount of this fee can be applied toward a Fidelity National Title insurance product if requested within 6 months of the report issue date.

6.02 Ownership and Encumbrance Report - <u>Commercial Property</u> - \$300.00

Copy charges are in addition to the report fee at \$25 for up to 25 pages, and \$1 for each additional page

6.03 Complete Property Information Report - <u>One to Four Family Residential Property</u> - No insurance \$250.00, Updates \$125 each.

This product is offered when there is no expectation of producing an insurance product within the next six months.

It Includes:

- Name(s) in which Title is currently held
- Legal Description
- Real estate taxes
- Easements
- Liens, encumbrances and other matters agreed to by the customer and the Company

The amount of this fee can be applied toward a Fidelity National Title insurance product if requested within 6 months of the report issue date.

6.04 Complete Property Information Report - <u>Commercial Property</u> -\$500.00

Copy charges are in addition to the report fee at \$25 for up to 25 pages, and \$1 for each additional page.

#### SECTION 7 REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974

Section 8(b) of the Real Estate Settlement Procedures Act of 1974, (Title 12 U.S.C., Sec. 2607) prohibits the giving or acceptance of "...any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or a part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person."

Violation of this section is a felony. Employees are warned that discriminatory or favorable pricing practices offered to a particular customer, which are not available to all customers similarly situated, may be considered a "kickback" or "thing of value" if the customer in question is in a position to direct future RESPA-covered orders to us, even though the transaction in question may not be a RESPA-covered transaction.

#### SECTION 8 KANSAS RATE REGULATION

Kansas law requires that each agent and insurer file all charges and rates made in connection with the issuance of a title insurance policy.

Once filed, these are the rates that must be charged. No deviations can be permitted unless a special rate is filed in accordance with the "Unique and Unusual Rule". This rule has been filed with our rates and is to be followed wherever a rate is to be quoted that varies from those filed with the Kansas Department of Insurance.

8.01 The "U and U" Rule :

#### 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 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.

#### **SECTION 9 APPLICABILITY OF RATES**

The rates and charges set forth in this manual apply to each and every county in the State of Kansas when the policy is written directly through a Company owned office.

Fee Schedule of Closing and Settlement Services Effective Date: December 1<sup>st</sup> 2012

CHARGE FOR ESCROW, CLOSING AND/OR OTHER SERVICES Service Charge

COMMERCIAL ESCROW CLOSING \$\_1800.00\_

Includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statement (HUD-1), disbursement of funds

RESIDENTIAL REAL ESTATE CLOSING \$\_\_800.00\_

Includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statements. *Without* assistance of attorney and/or broker.

RESIDENTIAL REAL ESTATE CLOSING \$\_\_1,000.00\_\_\_\_ Includes preparation of contracts, escrow agreements, transfer of title documents (deed, mortgage, notes, assignments, etc.), settlement statements. *With* assistance of attorney and/or broker.

RESIDENTIAL LOAN CLOSING \$\_800.00\_

Includes preparation of all loan documents required by the lender including, but not limited to mortgage, deed of trust, notes, riders, assignments, government regulation reports and disclosures, disbursement of funds

DOCUMENT PREPARATION when not \$\_100.00\_\_\_\_\_

- Included in closings:
- 1. deeds
- 2. mortgages, notes
- 3. affidavits
- 4. assignments, releases
- 5. contract for deed/option contracts
- 6. real estate contracts
- 7. escrow deposit agreements

FEES FOR ANCILLARY SERVICES \$\_150.00\_\_\_\_\_ notary public fees cash contract for deed

FORECLOSURE COMMITMENT

Commitment issued for filing foreclosure proceedings

a. Do not take policy \$\_Included in Settlement fee\_\_\_\_\_

b. Do take policy \$\_\_350.00\_

LOT SALE TO BUYER

(not builder)

a. No policy until improvement completed \$\_350.00\_

b. Policy issued for cost of lot \$\_Included in settlement fee\_\_\_\_\_

PLATTING COMMITMENT \$\_175.00\_

Issued to governmental body in lieu of attorney's opinion to show easements, taxes, mortgages, etc. Nominal amount

INFORMATIONAL COMMITMENT \$\_\_175.00\_\_\_\_ Issued for "amount to be agreed upon" where customer wants check of title before sale/mortgage

CONVERT CONTRACT PURCHASERS POLICY TO \$\_\_\_Included in settlement fee\_\_\_\_\_ OWNERS POLICY Effective

Confidential

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Issued when contract purchaser pays off contract and wants current policy showing title in his name

MECHANICS LIEN WORK OUT \$\_\_100.00\_\_\_\_ Obtaining lien waivers, disbursing funds to pay claimants

DISBURSEMENT OF FUNDS \$\_\_100.00\_\_\_\_ No closing services but asked to disburse money

DISBURSEMENT OF FUNDS \$\_\_200.00\_\_\_\_ No closing services, disbursing funds and collecting signatures on documents furnished to us

INDEMNITY DEPOSIT \$\_50.00\_\_\_\_\_

Held in escrow, no closing OTHER (Specify) \$\_\_\_75.00\_\_\_\_ Additional Wire Fee \$\_\_25.00\_\_\_\_ Check recut \$\_25.00\_\_\_\_\_

CANCELLATION FEE – A charge made for actual work \$\_100.00\_\_\_\_\_ performed on a title insurance file that for some reason or circumstances does not result in the issuance of a title insurance policy

#### I LOAN POLICIES OF TITLE INSURANCE

a. 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 multiply such fractional thousand by the rate per

thousand applicable.

b. 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 .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.

c. 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 **Effective** 

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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	
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 or 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.

d. 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 .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.

e. 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.

f. 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.

#### II. OWNER'S & LEASEHOLD POLICIES OF TITLE INSURANCE

a. 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 originalowner'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 Effective

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Sandy Praeger Commissioner of Insurance

DEC - 1 2012

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),

multiply such fractional thousand by the rate per thousand applicable.

b. 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

Amounts up to \$50,000 of liability written 2.10

Amounts over \$50,000 and up to \$100,000 add 1.80

Amounts 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.

#### III. OTHER

a. 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.

b. 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.

#### IV. 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.

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Sanoy Praeger Commissioner of Insurance



Kansas Insurance Department Sandy Praeger, Commissioner of Insurance

November 7, 2012

William Keith Lewis Director of Operations Boston National Title Agency, LLC 129 West Trade Street, Floor 9 Charlotte, NC 28202

COPL

Re: Filing of Title Insurance Rates and Charges and Bond Your Correspondence Dated: October 26, 2012

Dear Mr. Lewis,

This will acknowledge receipt of your letter as referenced above submitting the material required by K.S.A. 40-952 (c) and K.S.A. 40-1139.

This material has been placed on file, effective date December 1, 2012.

Sincerely,

Lea Ann Martin Property & Casualty Policy Examiner (785) 296-7845 Imartin@ksinurance.org

# BNATIONAL

October 26, 2012

Lea Ann Martin Policy Examiner Rates and Forms Section Kansas Department Of Insurance 420 S.W. 9th Topeka, KS 66612-1678

Re: Boston National Title Agency, LLC Title Agency Fees Agency License # 428684

Dear Ms. Martin:

Attached please find our completed document entitled "Fee Schedule of Closing and Settlement Services Effective Date: December 1<sup>st</sup> 2012."

In this document, Boston National Title Agency, LLC, files a schedule of fees and description of its Closing and Settlement services for escrows that accompany refinancing and sales of real property, residential and commercial.

We have determined that the cost of our fees and services is representative of our actual costs to provide these services.

Attachment Bond # 018028248

Thank you in advance for reviewing our schedule of rates for closing and settlement services. Please do not hesitate to contact me if you have any questions.

William Keith Lewis Agent License # 811962 Director of Operations

Effective

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