# **FIRSTLINE TITLE, LLC**

# TITLE, CLOSING AND SETTLEMENT FEES AND CHARGES

# FOR USE IN THE STATE OF KANSAS WITH FIRST AMERICAN TITLE INSURANCE COMPANY UNDERWRITING

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



#### FirstLine Title, LLC Fees Defined

Non-Integrated Refinance Escrow Fee: The handling, processing and services associated with closing and escrow, including but not limited to production of HUD-1 settlement statements, closing disclosures, one document preparation, mortgage payoff verification, scheduling coordination, document delivery and tracking, quality control, escrow disbursement, bank fees and mailing. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees, courier fees, tax certification, document scan fees and e-recording fees.

<u>Partially-Integrated Refinance Escrow Fee:</u> The handling, processing and services associated with closing and escrow, including but not limited to production of HUD-1 settlement statements, closing disclosures, one document preparation, mortgage payoff verification, scheduling coordination, document delivery and tracking, quality control, escrow disbursement, bank fees and mailing for clients who are partially-integrated with FirstLine's system, thereby requiring reduced labor and cost on FirstLine's part. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees, courier fees, tax certification, document scan fees and e-recording fees.

<u>Fully-Integrated Refinance Escrow Fee:</u> The handling, processing and services associated with closing and escrow, including but not limited to production of HUD-1 settlement statements, closing disclosures, one document preparation, mortgage payoff verification, scheduling coordination, document delivery and tracking, quality control, escrow disbursement, bank fees and mailing for clients who are fully-integrated with FirstLine's system, thereby requiring reduced labor and cost on FirstLine's part. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees, courier fees, tax certification, document scan fees and e-recording fees.

Resale Escrow Buyer Fee: The handling, processing and services associated with closing and escrow on Buyer's side, including but not limited to production of HUD-1 settlement statements, mortgage payoff verification, scheduling coordination and signing for buyer, document delivery and tracking, quality control, escrow disbursement, bank fees and mailing. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees and courier fees.

Resale Escrow Seller Fee: The handling, processing and services associated with closing and escrow on Seller's side, including but not limited to production of HUD-1 settlement statements, mortgage payoff verification, scheduling coordination and signing for seller, document delivery and tracking, quality control, escrow disbursement, bank fees and mailing. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees and courier fees.

<u>For Sale by Owner Buyer Escrow Fee:</u> The handling, processing and services associated with closing and escrow on Buyer's side where property is being sold by the owner, including but not limited to production of HUD-1 settlement statements, closing disclosures, one document preparation, mortgage payoff verification, scheduling coordination, document delivery and tracking, quality control, escrow disbursement, bank fees and mailing. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees, courier fees, tax certification, document scan fees and erecording fees.

<u>For Sale by Owner Seller Escrow Fee:</u> The handling, processing and services associated with closing and escrow on Seller's side where property is being sold by the owner, including but not limited to production of HUD-1 settlement statements, closing disclosures, one document preparation, mortgage payoff verification, scheduling coordination, document delivery and tracking, quality control, escrow disbursement, bank fees and mailing. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees, courier fees, tax certification, document scan fees and erecording fees.

<u>Notary Signing Fee:</u> A closing conducted by a notary who has been contracted by a title company or notary signing company. In states where customary, this service is typically limited to witnessing and notarizing signatures on closing documents, and processing and returning signed closing documents.

<u>Sub-Escrow Fee:</u> The processing, payout, delivery and tracking of escrow funds. This service may include additional fees incurred by the escrow agent such as wire fees, overnight delivery fees and check cancellation fees.

<u>REO Escrow Fee:</u> When the seller of a property is a bank or asset manager selling the property pursuant to a foreclosure an additional fee will be added the escrow fee.

<u>Seller Representation Fee</u>: The handling, processing and services associated with ensuring REO seller has title to the property and representing seller at the closing. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees and courier fees.

<u>Seller Representation Cancellation Fee</u>: The cancellation fee for cancellation of a Seller Representation file prior to the date that the REO property closes.

<u>Second Mortgage Escrow Fee:</u> The handling, processing and services associated with the processing of <u>Second Mortgage</u>'s, including but not limited to closing coordination services, document preparation and notary coordination.

<u>Trustee Sale Guarantees Fee:</u> The handling, processing and services associated with Trustee Sale Guarantees, including but not limited to the preparation of a Bene Check report, a full scope search of the subject property, a Trustee Sale Guarantee, a complete mailing list, recording notice of sale, a publication date down, bankruptcy search and recording a notice of rescission.

<u>Short Sale Escrow Fee:</u> When the seller of a property is selling the property as a short sale transaction an additional fee will be added to the escrow fee.

<u>Commercial Escrow Fee:</u> The handling, processing and services associated with closing and escrow, including but not limited to production of HUD-1 settlement statements, mortgage payoff verification, scheduling coordination and signing for both buyer and seller, document delivery and tracking, quality control, escrow disbursement, bank fees and mailing. This fee may include certain third party costs paid on client's behalf, including but not limited to wire fees and courier fees.

Attorney Fee: The services provided by an outside attorney as determined to be necessary as part of the title/closing process.

<u>Document Preparation Fee:</u> The preparation of legal documents, closing documents, affidavits and/or disclosures determined to be necessary as part of the title/closing process.

<u>Subordination Fee:</u> The process of giving a current lien or interest an inferior status to the new mortgage for which the borrower wishes to apply. For example, an existing mortgage may be subordinated to the lien of a new mortgage in which case the new mortgage becomes the lien with priority.

<u>E-Recording Fee:</u> The process of recording legal documents in digital form, as allowed by certain jurisdictions.

# **Schedule of Fees**

Non-Integrated Refinance Escrow Fee:	\$495.00
Partially-Integrated Refinance Escrow Fee:	\$395.00
Fully-Integrated Refinance Escrow Fee:	\$275.00
Resale Escrow Buyer Fee:	\$590.00
Resale Escrow Seller Fee:	\$395.00
For Sale By Owner Escrow Buyer Fee:	\$450.00
For Sale By Owner Escrow Seller Fee:	\$395.00

# <u>Commercial Escrow Fee:</u>

\$0-\$2,000,000	\$875
\$2,000,000 +	An amount agreed upon by the customer and the company, with a minimum fee of \$2,500.00

# **Additional Fees**

Notary Signing Fee:	\$125.00
Sub-Escrow Fee:	\$125.00
REO Escrow Fee:	\$200.00

Seller Representation Fee: \$350.00

Seller Representation Cancellation Fee: \$225.00

Second Mortgage Escrow Fee: \$250.00

<u>Trustee Sale Guarantees Fee:</u> \$225.00

Short Sale Escrow Fee: \$500.00

Attorney Fee: \$Cost

<u>Document Preparation Fee:</u> \$50.00 per document

Subordination Fee: \$175.00

E-Recording Fee: \$15.00

# **EXHIBIT "A"**

# I. GENERAL PROVISIONS

#### a. AREA COVERED

The following Rates and Charges apply to the entire State of Kansas.

The Premium Rates and Charges contained herein include the portion of the Premium paid to First American's policy issuing Agents or Agencies. These Rates and Charges include only Title Insurance Premium Rates and Charges and do not include charges made by abstractors, attorneys, title companies or the Company's policy issuing Agents or Agencies for abstracts of title searches, title examinations, escrow, closing services or any other Charge.

### b. COMPUTATION OF RATES AND CHARGES

All Rates and Charges for title insurance are to be computed in accordance with this Exhibit A. Rates and Charges specified herein shall be effective commencing on 5/1/2020 for insurance ordered on or after that date. All Premiums calculated pursuant to this Exhibit A shall be rounded up to the next dollar at each calculation except as otherwise expressly provided herein. Any reference to "per \$1,000 of liability" shall mean and include "per \$1,000 of liability and any portion thereof."

The Charges (including a Charge calculated based upon a Rate) set forth in this Exhibit shall accrue immediately upon closing or recording, whichever occurs first. Any subsequent services rendered or insurance provided shall be additionally charged in accordance with this Exhibit A.

#### c. UNIQUE & UNUSUAL RISK

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 and the services related thereto.

#### II. LOAN POLICIES OF TITLE INSURANCE

a. The Basic Title Insurance Rate for Loan Policies of title insurance is:

Except for transactions where paragraphs II.b., II.c., II.d., II.e. or II.f. apply, the premium for Loan Policies of title insurance is:

	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
Minimum Premium	10.00

b. The Reissue Title Insurance Rate for Loan Policies of title insurance is:

Except for transactions where paragraphs II.c., II.d., II.e. or II.f. apply, when the owner of property on which application is made for a Loan Policy has had the title to such property insured as owner within 10 years prior to such application, upon presentation of a copy of the Owner's Policy to the Company's policy issuing Agent or Agency, the premium for Loan Policies of title insurance, up to the face amount of his Owner's Policy, is:

	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
Minimum Premium	10.00

If the amount of insurance requested under the Loan Policy is in excess of the original Owner's Policy amount, the excess shall be computed at the basic Rates in paragraph II.a. at the applicable bracket or brackets.

c. The Model Loan Rate for Loan Policies of title insurance on land that is 1-4 Family Improved Residential is:

Except for transactions where paragraph II.d. or II.f. applies, when the land covered by the Loan Policy is of the type Improved 1-4 Family Residential the premium is:

	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
Minimum Premium	10.00

This Rate shall not apply when the loan proceeds are being used for purposes of the acquisition of the property being insured in a concurrent purchase transaction.

d. The Rate for Junior Loan Policies of Title Insurance is:

When the land covered by the Loan Policy is of the type improved 1-4 Family Residential and the Jr. Lien Loan Policy of title insurance will insure a mortgage in a lien position other than a first lien and the mortgage amount does not exceed \$300,000, the Premium Rate is:

	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	1.05
Minimum Premium	10.00

e. The Construction Loan Policies of Title Insurance Rate is:

The Premium Rate for a Loan Policy insuring a loan with the primary purpose of construction or rehabilitation of improvements on the land and contains all Standard Exceptions and no Solidifi Title and Closing, LLC KS amend /NAD/LM/04 09 2020

endorsements at the time of issuance of the Loan Policy and post-policy, is \$0.50 per \$1,000 of liability. This Rate applies only to those loans not having a duration of longer than 24 months.

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

When a First American owner's and one or more First American loan policies are to be issued simultaneously for the same land, the Rate applicable for the Owner's Policy shall be the applicable owner's Rate pursuant to Section III herein. The Charge for each Loan Policy simultaneously issued will be \$10.00 for an aggregate amount of insurance of all loan policies issued simultaneously not in excess of the Owner's Policy amount. The Premium Rate on the amount of the loan policies exceeding the Owner's Policy is calculated at the applicable title insurance Rates for loan policies listed under Section II.a., II.b. or II.c. herein at the applicable bracket or brackets.

All policies must bear identical date and the Owner's Policy must show the mortgage(s) as an exception under Schedule "B" thereof.

<u>Multiple Tract Charge</u>: When Loan Policies include more land than covered by the Owner's Policy in a Simultaneous Issue transaction, the additional tracts coming from separate chains of title will require an additional Premium of \$150.00 per tract.

# g. 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.

The Rate for Loan Policies subject to this section is:

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

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

# h. 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

# i. 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

# III. OWNER'S POLICIES OF TITLE INSURANCE

#### a. The Basic Rate for Owners Policies of Title Insurance is:

Except for transactions where paragraphs III.b., III.c. or III.d. apply, the Premium for Owners Policies of title insurance is

	Per Thousand
Amounts 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 \$500,000	2.25
Over \$500,000 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
Minimum Premium	10.00

# b. The Re-issue Rate for Owners Policies of Title Insurance is:

Except where the paragraphs III.c. or III.d. apply, the Re-issue Rate, where applicable in paragraphs "1" and "2" below, shall apply up to the amount of the previous policy. If more insurance is required under a reissue policy than the amount of the original policy, the coverage

must be computed at insurance Rates listed in III.a. above under the applicable bracket or brackets.

	Per Thousand
Amounts up to \$50,000 of liability written	2.10
Amount over \$50,000 and up to \$100,000, add	1.80
Amounts over \$100,000 and up to \$500,000, add	1.35
Amounts over \$500,000 and up to \$5,000,000, add	1.20
Amounts over \$5,000,000, add	1.05
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, upon presentation of a copy of the prior Owners Policy to the Company's policy issuing Agent or Agency, be entitled to the Re-issue Rate for owner's insurance in an amount up to the amount of such prior policy. The Rate listed in paragraph III.a. above will be charged for the excess at the applicable bracket or brackets.
- 2. When the insured under a First American Loan Policy acquires title by foreclosure or by voluntary conveyance in extinguishment of debt requests an Owner's Policy for the same land insured under the Loan Policy, the Rate for the Owner's Policy shall be calculated the same as paragraph III.b.1 above for the amount up to the amount of the previous Loan Policy. The Premium Rate on the amount of the Owner's Policy exceeding the Loan Policy(ies) is calculated at the applicable title insurance Rates for Loan Policies listed under Section II.a., II.b. or II.c. herein at the applicable bracket or brackets.
  - c. The Builder Rate on Owners Policy of Title Insurance is:

Owners Policies will be issued at the following Rates on property being sold by a Builder/Developer and which constitutes a sale of a home or condominium built by such Builder/Developer which was completed less than 2 years prior to the current application for insurance.

	Per Thousand
Amounts up to \$50,000 of liability written	2.10
Amount over \$50,000 and up to \$100,000, add	1.80
Amounts over \$100,000 and up to \$500,000, add	1.35
Amounts over \$500,000 and up to \$5,000,000, add	1.20
Amounts over \$5,000,000, add	1.05
Minimum Premium	10.00

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.

d. The Rate for Leasehold Policies Issued Simultaneously with Fee Policy is:

Owners Policies insuring leasehold estates issued simultaneously with Owners Policies insuring the fee simple estate will be calculated at applicable Rates for the policy with the highest dollar amount; the other policy will be issued for 30 percent of the Rate for the higher policy.

# IV. <u>EAGLE POLICIES</u>

The EAGLE Owner's Policy is the Company's branded version of the ALTA Homeowner's Policy of Title Insurance. The premium for an Eagle Owner's Policy is 110% of the applicable Rate that would be applied under Section III herein if a Standard ALTA Owner's policy were being issued. The premium for an EAGLE Loan Policy is 110% of the applicable Rate that would be applied under Section II herein if a Standard ALTA Loan policy were being issued.

# V. GUARANTEES

- a. The premium for Title Report Guarantees is: \$100.00 (maximum \$10,000.00 coverage)
- b. The premium for CLTA Guarantees is: \$175.00 (maximum \$10,000.00 coverage)

# VI. OTHER

a. Endorsements

The following endorsement Charges will be reported as Premium to the Company unless and/or until a Supplemental Schedule of Endorsement Charges is distributed and incorporated herein by reference.

1. Charges for the Modified ALTA 11.06 will be 25% of Premium tied to the amount of insurance on Schedule A on the original Loan Policy, based on the original Loan Policy, based upon the current applicable Rate for Loan Policies under Subsection II.a, up to 4 years, then 35% until 10 years, then full Premium, subject to a minimum Premium of \$500; if additional land (including easements and other interests) is added, an additional \$200 per tract or interest will be added to the Premium.\*

2.	ALTA 11.2-06 – Mortgage Modification With Additional	
	Amount of Insurance	\$0*
3.	ALTA 16-06 - Mezzanine Financing	\$100
4.	ALTA 20-06 - First Loss Multiple Parcel Transaction	\$100
5.	ALTA 29-06 - Interest Rate Swap – Direct Obligation	\$100
6.	ALTA 29.1-06 – Interest Rate Swap – Additional Interest	\$100
7.	ALTA 29.2-06 – Interest Rate Swap	
	Endorsement – Direct Obligation – Defined Amount	\$100*
8.	ALTA 29.3-06 – Interest Rate Swap	
	Endorsement – Additional Interest – Defined Amount	\$100*
9.	ALTA 36-06 – Energy Project – Leasehold Easement – Owner's	\$100
10	ALTA 36.1-06 - Energy Project - Leasehold Easement - Owner's	\$100
11.	ALTA 36.2-06 – Energy Project – Leasehold Owner's	\$100
12.	ALTA 36.3-06 – Energy Project – Leasehold – Loan	\$100
13.	ALTA 36.4-06- Energy Project – Covenants, Conditions and	
	Restrictions – Land Under Development – Loan	\$100
14. ALTA 36.5-06 – Energy Project – Covenants, Conditions and Restrictions – Land Under		
	Development - Loan	\$100
15.	ALTA 36.6-06 – Energy Project – Encroachments	\$100
16. 107.2-06 – Increase Amount of Insurance – Additional Premium for the Additional		
	amount of Insurance	\$0*
17.	ALTA 40.1-06 – Tax Credit – Defined Amount – Owner's Policy	\$0*

<sup>\*</sup> Additional Premium is due for any increase in the amount of insurance, which shall be paid at the current applicable Rate under Sections II or III herein at the bracket level for the increased liability.