

#### **SPARTAN SETTLEMENT SERVICES IIc**

#### TITLE, CLOSING AND SETTLEMENT FEES AND CHARGES

# FOR USE IN THE STATE OF KANSAS WITH WESTCOR LAND TITLE INSURANCE COMPANY UNDERWRITING

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

## **Spartan Settlement Services LLC**

5080 Spectrum Drive Suite 1010W Addison, TX 75001

**Kansas Closing and Settlement Fees** 

Effective August 05, 2025

#### **Definitions**

**Bundled Refinance Escrow**: This fee is applicable to transactions where: (a) at least one existing encumbrance on the property is paid through closing; (b) a new loan is being obtained that is secured by a deed of trust or mortgage on the property; and (c) a sale or transfer of title to the property is not occurring concurrently with the closing of the new loan. This fee to include certain third-party costs paid on client's behalf, including wire fees, courier fees, tax certification, notary signing, and recording service fees.

**Bundled Resale Escrow Fee**: This fee is applicable to resale transactions where a licensed real estate agent and/or broker represent at least one of the parties to the transaction The fee includes handling, processing, and services associated with closing and escrow, to include production of settlement statements, mortgage payoff verification, document delivery and tracking, quality control, escrow disbursement, bank fees, and mailing. This fee includes certain third-party costs paid on client's behalf, including, wire fees, courier fees, and tax certification fees.

<u>Bundled New Loan Concurrent with Purchase Transaction Fee</u>: This fee is applicable to resale transactions falling under the Bundled Resale Escrow Fee where a loan secured by a first priority Deed of Trust on the property is closed concurrently with the sale of the property. This fee to include certain third-party costs paid on client's behalf, including, wire fees and courier fees. This fee is in addition to the fee charged pursuant to the *Bundled Resale Escrow Fee*.

**Bundled for Sale by Owner Transaction Fee**: This fee is applicable to resale transactions where neither the buyer nor the seller is represented by a licensed real estate broker or agent. The fee includes the basic resale escrow closing services as well as courier fees, wire service fees and tax certification fees. This fee is in addition to the *Bundled Resale Escrow Fee*. If a loan is closed by Spartan as part of the same transaction, an additional fee for loan escrow closing services will be charged pursuant to the *Bundled New Loan Concurrent with Purchase Transaction Fee*.

<u>Document Signing Service Fee</u>: This fee is applicable where Spartan scheduling coordination is merely meeting with a party to the transaction and presenting them with documents to be signed.

**Notary Signing**: 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. This fee is only charged in addition to the bundled escrow fee if there are multiple notary signings required on a transaction, or if a standalone notary signing is requested.

<u>Sub-Escrow</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. This fee is only charged when sub-escrow services are being provided as a standalone service and a bundled refinance escrow fee is not being charged.

**REO Escrow Fee**: 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 to the escrow fee.

**Short Sale Escrow Fee**: 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>Second Mortgage Escrow Fee</u>: The handling, processing and services associated with the processing of second mortgages or HELOCs, including but not limited to courier fees, wire fees, recording service fees, and notary coordination fees. This fee is only charged when the second mortgage, or HELOC, is being processed as a standalone transaction where a bundled refinance escrow fee is not being charged.

<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>Deed in Lieu of Foreclosure Fee</u>: The handling, processing and services associated with closing and escrow, including scheduling coordination and signing for borrower, document delivery and tracking, quality control, escrow disbursement, bank fees and mailings.

**HOA CIC Retrieval Fee**: The process of requesting and obtaining HOA/CCR services from third-party service provider on Colorado purchases only.

<u>Document Preparation</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</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>Recording Service Fee</u>**: The process of manually recording legal documents.

<u>Current Owner Property Report Fee</u>: The preparation and delivery of an O&E Report including current owner property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Two Owner Property Report Fee</u>: The preparation and delivery of an O&E report including two-owner property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Full Search Property Report Fee</u>: The preparation and delivery of an O&E report including the statutory period of property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Updated Current Owner Property Report Fee</u>: The preparation and delivery of an update to the O&E report from the date of the original O&E report with no insurance issued.

#### **Schedule of Fees**

\$375.00 **Bundled Refinance Escrow:** To include: Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) Notary Signing Fee (1) Recording Service Fee (1) **Bundled Resale Escrow Fee:** To Include: (Each Side) \$375.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) Recording Service Fee (1) **Bundled New Loan Concurrent with Purchase Transaction Fee:** To Include: \$300.00 Closing Fee Wire Fee (1) Courier Fee (1) **Bundled for Sale by Owner Transaction Fee:** To Include: \$450.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) \*\*If the work exceeds 2 hours, the hourly rate will be used\*\* Simultaneous Second or Third Loan - Bundled \$325.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1)

#### **Additional Fees:**

#### **Notary Signing:**

Refinance Closing: \$125.00

Purchase Closing: \$150.00 (Cash Transaction)

\$200.00 (Lender Transaction)

<u>Sub-Escrow:</u> \$125.00

**REO Escrow:** \$400.00

Short Sale Escrow/Foreclosure: \$500.00

<u>Trustee Sale Guarantee Fee</u>: \$275.00

**Deed in Lieu of Foreclosure Fee:** \$350.00

**HOA CIC Retrieval Fee:** \$150 for first HOA, \$35 for each additional HOA

**<u>Document Preparation</u>**: \$60.00 (per document)

Subordination: \$175.00

E-Recording Fee \$5.00 per Document

Current Owner Property Report Fee: \$55.00

Two Owner Property Report Fee: \$90.00

Full Search Property Report Fee: \$175.00

<u>Updated Current Owner Property Report Fee</u>: \$20.00

Tax Certificate (per Certificate): \$45.00

Wire Fee (Per Wire): \$20.00

Courier Fee: \$45.00

**Document Retrieval Fee** \$60.00

**Document Signing Service Fee:** \$50.00

Scrivener Fee to be Paid by Realtor/Broker \$5.00

<u>Debt Consolidation Check Fee</u> (Per Check) \$10.00/Check

NOTE: this fee will apply only when 5 or more checks are issued, and those checks are used to pay off unsecured debt

Cashier's Check or other Good Funds Checks	\$10.00

#### Assisting with Purging Manufactured Home Title \$150.00

<sup>\*\*\*</sup>Additional Charge/Hourly Rate: in the event of work beyond the bundled rates (over 2 hours) the Company reserves the right to charge an hourly rate of **\$100.00** per hour.



# RATE MANUAL

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

**Effective Date: October 31, 2022** 

**Corporate Headquarters** 

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

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#### **AREA COVERED**

The following rates apply to the entire State of Kansas.

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

#### LOAN POLICIES OF TITLE INSURANCE

#### The premiums for Loan policies of title insurance are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ALTA Residential Limited Coverage Junior Loan Policy

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

#### OWNER'S & LEASEHOLD POLICIES OF TITLE INSURANCE

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

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

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

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

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

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

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

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

#### ALTA HOMEOWNER'S POLICY FOR TITLE INSURANCE

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

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

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

Policy Amounts From Rate	
\$0-\$1,000,000	\$125
\$1,000,001 - \$1,500,000	\$250
\$1,500,001 - \$2,000,000	\$350

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

#### **Centralized Residential Refinance Rate (Statewide)**

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

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

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

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

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

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

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

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

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

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

#### **OTHER**

#### **Builder Rates**

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

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

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

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

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

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

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



#### SPARTAN SETTLEMENT SERVICES LLC

#### TITLE, CLOSING AND SETTLEMENT FEES AND CHARGES

## FOR USE IN THE STATE OF KANSAS

#### WITH FIDELITY NATIONAL TITLE INSURANCE COMPANY UNDERWRITING

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5080 Spectrum Drive Suite 1010W Addison, TX 75001

**Kansas Closing and Settlement Fees** 

Effective August 05, 2025

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**Bundled for Sale by Owner Transaction Fee**: This fee is applicable to resale transactions where neither the buyer nor the seller is represented by a licensed real estate broker or agent. The fee includes the basic resale escrow closing services as well as courier fees, wire service fees and tax certification fees. This fee is in addition to the *Bundled Resale Escrow Fee*. If a loan is closed by Spartan as part of the same transaction, an additional fee for loan escrow closing services will be charged pursuant to the *Bundled New Loan Concurrent with Purchase Transaction Fee*.

<u>Document Signing Service Fee</u>: This fee is applicable where Spartan scheduling coordination is merely meeting with a party to the transaction and presenting them with documents to be signed.

**Notary Signing**: 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. This fee is only charged in addition to the bundled escrow fee if there are multiple notary signings required on a transaction, or if a standalone notary signing is requested.

<u>Sub-Escrow</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. This fee is only charged when sub-escrow services are being provided as a standalone service and a bundled refinance escrow fee is not being charged.

**REO Escrow Fee**: 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 to the escrow fee.

**Short Sale Escrow Fee**: 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.

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<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>Deed in Lieu of Foreclosure Fee</u>: The handling, processing and services associated with closing and escrow, including scheduling coordination and signing for borrower, document delivery and tracking, quality control, escrow disbursement, bank fees and mailings.

**HOA CIC Retrieval Fee**: The process of requesting and obtaining HOA/CCR services from third-party service provider on Colorado purchases only.

<u>Document Preparation</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</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>Recording Service Fee</u>**: The process of manually recording legal documents.

<u>Current Owner Property Report Fee</u>: The preparation and delivery of an O&E Report including current owner property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Two Owner Property Report Fee</u>: The preparation and delivery of an O&E report including two-owner property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Full Search Property Report Fee</u>: The preparation and delivery of an O&E report including the statutory period of property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Updated Current Owner Property Report Fee</u>: The preparation and delivery of an update to the O&E report from the date of the original O&E report with no insurance issued.

#### **Schedule of Fees**

\$375.00 **Bundled Refinance Escrow:** To include: Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) Notary Signing Fee (1) Recording Service Fee (1) **Bundled Resale Escrow Fee:** To Include: (Each Side) \$375.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) Recording Service Fee (1) **Bundled New Loan Concurrent with Purchase Transaction Fee:** To Include: \$300.00 Closing Fee Wire Fee (1) Courier Fee (1) **Bundled for Sale by Owner Transaction Fee:** To Include: \$450.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) \*\*If the work exceeds 2 hours, the hourly rate will be used\*\* Simultaneous Second or Third Loan - Bundled \$325.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1)

#### **Additional Fees:**

#### **Notary Signing:**

Refinance Closing: \$125.00

Purchase Closing: \$150.00 (Cash Transaction)

\$200.00 (Lender Transaction)

<u>Sub-Escrow:</u> \$125.00

**REO Escrow:** \$400.00

Short Sale Escrow/Foreclosure: \$500.00

<u>Trustee Sale Guarantee Fee</u>: \$275.00

**Deed in Lieu of Foreclosure Fee:** \$350.00

**HOA CIC Retrieval Fee:** \$150 for first HOA, \$35 for each additional HOA

**<u>Document Preparation</u>**: \$60.00 (per document)

Subordination: \$175.00

E-Recording Fee \$5.00 per Document

Current Owner Property Report Fee: \$55.00

Two Owner Property Report Fee: \$90.00

Full Search Property Report Fee: \$175.00

<u>Updated Current Owner Property Report Fee</u>: \$20.00

Tax Certificate (per Certificate): \$45.00

Wire Fee (Per Wire): \$20.00

Courier Fee: \$45.00

**Document Retrieval Fee** \$60.00

**Document Signing Service Fee:** \$50.00

Scrivener Fee to be Paid by Realtor/Broker \$5.00

<u>Debt Consolidation Check Fee</u> (Per Check) \$10.00/Check

NOTE: this fee will apply only when 5 or more checks are issued, and those checks are used to pay off unsecured debt

Cashier's Check or other Good Funds Checks	\$10.00

#### Assisting with Purging Manufactured Home Title \$150.00

<sup>\*\*\*</sup>Additional Charge/Hourly Rate: in the event of work beyond the bundled rates (over 2 hours) the Company reserves the right to charge an hourly rate of **\$100.00** per hour.

# 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.

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State: Kansas

#### **SECTION 2 STANDARD CHARGES**

- 2.01 Summary of Charges for Residential Owner's Policies. (Rates apply to one-to-four 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

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

Amount of Insurance	Fee for Resale, Owners Policy
Up to \$80,000	433.00
80,001 to 90,000	451.00
90,001 to 100,000	470.00
100,001 to 110,000	482.00
110,001 to 120,000	
120,001 to 130,000	506.00
130,001 to 140,000	519.00
140,001 to 150,000	531.00
150,001 to 160,000	
160,001 to 170,000	556.00
170,001 to 180,000	569.00
180,001 to 190,000	581.00
190,001 to 200,000	593.00
200,001 to 210,000	606.00
210,001 to 220,000	618.00
220,001 to 230,000	630.00
230,001 to 240,000	643.00
240,001 to 250,000	655.00
250,001 to 275,000	685.00
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	871.00
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	1,057.00

State: Kansas

650,001 to 675,000	1,072.00
675,001 to 700,000	
700,001 to 725,000	
725,001 to 750,000	1,119.00

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

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

Amount of Insurance	Fee for Refinance Loan Policy
Up to \$80,000	340.00
Up to \$80,000	353.00
90,001 to 100,000	367.00
100,001 to 110,000	379.00
110,001 to 120,000	392.00
120,001 to 130,000	406.00
130,001 to 140,000	419.00
140,001 to 150,000	432.00
150,001 to 160,000	445.00
160,001 to 170,000	457.00
170,001 to 180,000	
180,001 to 190,000	484.00
190,001 to 200,000	496.00
200,001 to 210,000	510.00
210,001 to 220,000	523.00
220,001 to 230,000	536.00
230,001 to 240,000	549.00
240,001 to 250,000	581.00

State: Kansas

250,001 to 275,000	614.00
250,001 to 275,000	646.00
300,001 to 325,000	
325,001 to 350,000	744.00
375.001 to 400.000	776.00
400,001 to 425,000	809.00
425,001 to 450,000	840.00
450,001 to 475,000	
475,001 to 500,000	
500,001 to 525,000	922.00
550,001 to 575,000	
575,001 to 600,000	955.00
600,001 to 625,000	970.00
625,001 to 650,000	
650,001 to 675,000	
675,001 to 700,000	
700.001 to 725.000	1.035.00
700,001 to 725,000	1 049 00

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-4-family 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".

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

Amount of Insurance	Charge
\$0 to 100,000	
\$100,001 to 105,000 \$105,001 to 110,000	723.00
\$110,001 to 115,000 \$115,001 to 120,000	
\$120,001 to 125,000 \$125,001 to 130,000	756.00
\$130,001 to 135,000	779.00
\$135,001 to 140,000 \$140,001 to 145,000	

State: Kansas

\$145,001 to 150,000	
\$150,001 to 155,000	824.00
\$155,001 to 160,000	835.00
\$160,001 to 165,000	846.00
\$165,001 to 170,000	857.00
\$170,001 to 175,000	868.00
\$175,001 to 180,000	880.00
\$180,001 to 185,000	891.00
\$185,001 to 190,000	902.00
\$190,001 to 195,000	913.00
\$195,001 to 200,000	
\$200,001 to 210,000	
\$210,001 to 220,000	969.00
\$220,001 to 230,000	992.00
\$230,001 to 240,000	1,014.00
\$240,001 to 250,000	1,036.00
\$250,001 to 260,000	1,059.00
\$260,001 to 270,000	1,081.00
\$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	1,260.00
\$350,001 to 375,000	1,316.00
\$375,001 to 400,000	1,372.00
\$400,001 to 425,000	1,428.00
\$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	1,652.00
\$550,001 to 575,000	1,680.00
\$575,001 to 600,000	1,708.00
\$600,001 to 625,000	1,736.00
\$625,001 to 650,000	
\$650,001 to 675,000	
\$675,001 to 700,000	
\$700,001 to 725,000	1,848.00
\$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	

State: Kansas

\$925,001 to 950,000	2,100.00
\$950,001 to 975,000	2,128.00
\$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

State: Kansas

Effective Date: July 2, 2019

(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:

- \$750 if the loan policy liability is under \$5 million, plus an a) 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 b) 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

- Α. 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.
- В. 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

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is issued.

State: Kansas Effective Date: September 18, 2017

Amount of Insurance	<u>Rate</u>
Less than \$15,001	\$165
\$15,001 to \$20,000	180
20,001 to 30,000	195
30,001 to 40,000	210
40,001 to 50,000	
50,001 to 60,000	250
60,001 to 70,000	270
70,001 to 80,000	290
80,001 to 90,000	310
90,001 to 100,000	
Over 100,000, add	\$1.50 per thousand

State: Kansas

#### 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 \$110,001 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 \$250,000 \$250,000 to \$275,000 \$275,001 to \$300,000 \$300,001 to \$350,000 \$350,001 to \$350,000 \$375,001 to \$400,000 \$425,001 to \$450,000 \$425,001 to \$475,000 \$475,001 to \$475,000	Fee \$470 \$491 \$511 \$524 \$538 \$551 \$564 \$591 \$605 \$645 \$6659 \$672 \$745 \$780 \$847 \$8847 \$8847 \$8847 \$8931 \$994 \$997 \$64 \$997
\$475,001 to \$500,000	\$1,030

#### 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

State: Kansas

Effective Date: July 2, 2019

#### 2.09 Summary of Charges for Expanded Coverage Residential Loan Policies

Amount of Insurance	Fee
Up to \$80,000	\$363
\$80,001 to \$90,000	\$377
\$90,001 to \$100,000	\$392
\$100,001 to \$110,000	\$405
\$110,001 to \$120,000	\$419
\$120,001 to \$130,000	\$433
\$130,001 to \$140,000	\$447
\$140,001 to \$150,000	\$461
\$150,001 to \$160,000	\$475
\$160,001 to \$170,000	\$488
\$170,001 to \$180,000	\$503
\$180,001 to \$190,000	\$517
\$190,001 to \$200,000	\$530
\$200,001 to \$210,000	\$545
\$210,001 to \$220,000	\$559
\$220,001 to \$230,000	\$572
\$230,001 to \$240,000	\$586
\$240,001 to \$250,000	\$620
\$250,000 to \$275,000	\$656
\$275,001 to \$300,000	\$690
\$300,001 to \$325,000	\$725
\$325,001 to \$350,000	\$759
\$350,001 to \$375,000	\$794
\$375,001 to \$400,000	\$828
\$400,001 to \$425,000	\$864
\$425,001 to \$450,000	\$898
\$450,001 to \$475,000	\$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

State: Kansas

#### 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:

#### Α. **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.

#### В. **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).

State: Kansas

#### 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".

State: Kansas

# 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.

State: Kansas

## **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.

State: Kansas

## 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.

## **OTHER**

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 Delivery & Services	\$28	Handling and delivery fee for overnight delivery
Courier/Overnight Delivery & Services	\$20	Handling and delivery fee for overnight delivery on relocation transactions where all-inclusive seller fee is not used.
Rush Delivery	\$28	One hour courier - handling and delivery fee
Wire Fees & Services	\$28	For outgoing wire of seller or Borrower funds
Wire Fees & Services	\$25	For outgoing wire of seller funds on relocation transactions where all-inclusive seller fee is not used.
Online Document Transfer Fee	\$35	Applied to witness only signings and transactions that require multiple document printings.
Certified Check Fees & Services	\$50	When any party in the transaction requires a cashier's check for proceeds from a transaction

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

#### **Commercial Properties:** 11.

#### 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

#### Refinance Transactions: В.

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 Reissue Credit.

The reissue credit shall be 40 percent of the regular rate on the amount of Α. 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

State: Kansas

#### 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:

\$155	\$15,000 or less
\$165	\$15,001 to \$20,000
\$180	\$20,001 to \$30,000
\$205	\$30,001 to \$40,000
\$225	\$40,001 to \$50,000
\$245	\$50,001 to \$60,000
\$265	\$60,001 to \$70,000
\$275	\$70,001 to \$80,000
\$300	\$80,001 to \$90,000
\$320	\$90,001 to \$100,000
Add \$1.50	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.

State: Kansas

#### 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.

25

#### 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>&</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.

<sup>&</sup>lt;sup>2</sup>The charge for the endorsement is in addition to the appropriate additional premium for the increased amount of insurance.

<sup>&</sup>lt;sup>3</sup>In zoning Risk Level 1, all of the following must be true:

<sup>(</sup>a) No improvements within the last 12 months and none contemplated.

<sup>(</sup>b) Zoning has been in effect at least one year.

<sup>(</sup>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.

#### 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.

State: Kansas

#### 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, 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:

- 1. 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;
- 7. 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	\$1,060
\$1,250,001 to \$1,500,000	

#### 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 - One to Four Family Residential Property - \$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 - Commercial Property - \$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 - Commercial Property -\$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.

State: Kansas

#### **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 guoted 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.

State: Kansas Effective Date: September 18, 2017

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#### **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.

State: Kansas



## SPARTAN SETTLEMENT SERVICES 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 Spartan Settlement Services LLC fees in the pages immediately following this cover page. Any settlement fees included in the First American Title Insurance Rate Filing are First American's closing fees, and will not be used by Spartan unless otherwise noted.

# **Spartan Settlement Services LLC**

5080 Spectrum Drive Suite 1010W Addison, TX 75001

**Kansas Closing and Settlement Fees** 

Effective August 05, 2025

### **Definitions**

**Bundled Refinance Escrow**: This fee is applicable to transactions where: (a) at least one existing encumbrance on the property is paid through closing; (b) a new loan is being obtained that is secured by a deed of trust or mortgage on the property; and (c) a sale or transfer of title to the property is not occurring concurrently with the closing of the new loan. This fee to include certain third-party costs paid on client's behalf, including wire fees, courier fees, tax certification, notary signing, and recording service fees.

**Bundled Resale Escrow Fee**: This fee is applicable to resale transactions where a licensed real estate agent and/or broker represent at least one of the parties to the transaction The fee includes handling, processing, and services associated with closing and escrow, to include production of settlement statements, mortgage payoff verification, document delivery and tracking, quality control, escrow disbursement, bank fees, and mailing. This fee includes certain third-party costs paid on client's behalf, including, wire fees, courier fees, and tax certification fees.

<u>Bundled New Loan Concurrent with Purchase Transaction Fee</u>: This fee is applicable to resale transactions falling under the Bundled Resale Escrow Fee where a loan secured by a first priority Deed of Trust on the property is closed concurrently with the sale of the property. This fee to include certain third-party costs paid on client's behalf, including, wire fees and courier fees. This fee is in addition to the fee charged pursuant to the *Bundled Resale Escrow Fee*.

**Bundled for Sale by Owner Transaction Fee**: This fee is applicable to resale transactions where neither the buyer nor the seller is represented by a licensed real estate broker or agent. The fee includes the basic resale escrow closing services as well as courier fees, wire service fees and tax certification fees. This fee is in addition to the *Bundled Resale Escrow Fee*. If a loan is closed by Spartan as part of the same transaction, an additional fee for loan escrow closing services will be charged pursuant to the *Bundled New Loan Concurrent with Purchase Transaction Fee*.

<u>Document Signing Service Fee</u>: This fee is applicable where Spartan scheduling coordination is merely meeting with a party to the transaction and presenting them with documents to be signed.

**Notary Signing**: 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. This fee is only charged in addition to the bundled escrow fee if there are multiple notary signings required on a transaction, or if a standalone notary signing is requested.

<u>Sub-Escrow</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. This fee is only charged when sub-escrow services are being provided as a standalone service and a bundled refinance escrow fee is not being charged.

**REO Escrow Fee**: 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 to the escrow fee.

**Short Sale Escrow Fee**: 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>Second Mortgage Escrow Fee</u>: The handling, processing and services associated with the processing of second mortgages or HELOCs, including but not limited to courier fees, wire fees, recording service fees, and notary coordination fees. This fee is only charged when the second mortgage, or HELOC, is being processed as a standalone transaction where a bundled refinance escrow fee is not being charged.

<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>Deed in Lieu of Foreclosure Fee</u>: The handling, processing and services associated with closing and escrow, including scheduling coordination and signing for borrower, document delivery and tracking, quality control, escrow disbursement, bank fees and mailings.

**HOA CIC Retrieval Fee**: The process of requesting and obtaining HOA/CCR services from third-party service provider on Colorado purchases only.

<u>Document Preparation</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</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>Recording Service Fee</u>**: The process of manually recording legal documents.

<u>Current Owner Property Report Fee</u>: The preparation and delivery of an O&E Report including current owner property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Two Owner Property Report Fee</u>: The preparation and delivery of an O&E report including two-owner property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Full Search Property Report Fee</u>: The preparation and delivery of an O&E report including the statutory period of property ownership information, open deeds of trust, mortgage lien information, judgments and encumbrances, real estate and property tax status, and legal description of the subject property. No insurance issued.

<u>Updated Current Owner Property Report Fee</u>: The preparation and delivery of an update to the O&E report from the date of the original O&E report with no insurance issued.

#### **Schedule of Fees**

\$375.00 **Bundled Refinance Escrow:** To include: Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) Notary Signing Fee (1) Recording Service Fee (1) **Bundled Resale Escrow Fee:** To Include: (Each Side) \$375.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) Recording Service Fee (1) **Bundled New Loan Concurrent with Purchase Transaction Fee:** To Include: \$300.00 Closing Fee Wire Fee (1) Courier Fee (1) **Bundled for Sale by Owner Transaction Fee:** To Include: \$450.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1) \*\*If the work exceeds 2 hours, the hourly rate will be used\*\* Simultaneous Second or Third Loan - Bundled \$325.00 Closing Fee Wire Fee (1) Courier Fee (1) Tax Certification Fee (1)

#### **Additional Fees:**

#### **Notary Signing:**

Refinance Closing: \$125.00

Purchase Closing: \$150.00 (Cash Transaction)

\$200.00 (Lender Transaction)

<u>Sub-Escrow:</u> \$125.00

**REO Escrow:** \$400.00

Short Sale Escrow/Foreclosure: \$500.00

<u>Trustee Sale Guarantee Fee</u>: \$275.00

**Deed in Lieu of Foreclosure Fee:** \$350.00

**HOA CIC Retrieval Fee:** \$150 for first HOA, \$35 for each additional HOA

**<u>Document Preparation</u>**: \$60.00 (per document)

Subordination: \$175.00

E-Recording Fee \$5.00 per Document

Current Owner Property Report Fee: \$55.00

Two Owner Property Report Fee: \$90.00

Full Search Property Report Fee: \$175.00

<u>Updated Current Owner Property Report Fee</u>: \$20.00

Tax Certificate (per Certificate): \$45.00

Wire Fee (Per Wire): \$20.00

Courier Fee: \$45.00

**Document Retrieval Fee** \$60.00

**Document Signing Service Fee:** \$50.00

Scrivener Fee to be Paid by Realtor/Broker \$5.00

<u>Debt Consolidation Check Fee</u> (Per Check) \$10.00/Check

NOTE: this fee will apply only when 5 or more checks are issued, and those checks are used to pay off unsecured debt

Cashier's Check or other Good Funds Checks	\$10.00

## Assisting with Purging Manufactured Home Title \$150.00

<sup>\*\*\*</sup>Additional Charge/Hourly Rate: in the event of work beyond the bundled rates (over 2 hours) the Company reserves the right to charge an hourly rate of **\$100.00** per hour.



## Kansas Schedule of Title Insurance Rates

December 9, 2023

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#### **KANSAS**

#### Schedule of Title Insurance Rates

### Effective December 9, 2023

#### **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 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

- ALTA: American Land Title Association.
- Basic Rate: Basic Rate for insurance set forth in Section C.
- Commercial: Any property that is not Residential.
- <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.
- Company: First American Title Insurance Company.
- Construction Loan: A loan for the purpose of construction of improvements to the subject property.
- <u>EAGLE® Loan Policy</u>: The Company's branded version of any of the ALTA Expanded Coverage Residential Loan Policies.
- <u>EAGLE® Owner's Policy</u>: The Company's branded version of the ALTA Homeowner's Policy of Title Insurance.
- EAGLE® Surcharge: See Section B.4(a).
- Extended Coverage: Coverage without one or more Standard Exceptions.
- Loan Policy: A title insurance policy insuring a secured lender.
- New Home Subdivision: Newly constructed improved Residential properties (including condominiums) offered for sale for the first time that include two or more separate lots or units of occupancy that are for sale as separate units. For purposes of this definition, a "sale" includes assignment of a ground lease.

- Owner's Policy: A title insurance policy insuring an owner, optionee, vendee, or lessee.
- Rate: The amount to be paid for title insurance or a product or service. The amount is either a flat amount or a calculation per the amount of insurance or the amount of the product or service.
- Residential: Real property designed principally for the occupancy of one-to-four families. Residential includes individual units of condominiums and cooperatives and vacant land to be improved with a single one-to-four family dwelling.
- <u>Scheduled Rate</u>: The Rate for a policy pursuant to this Schedule, taking into account any surcharges or discounts.
- <u>Standard Coverage</u>: Coverage with all Standard Exceptions.
- <u>Standard Exceptions</u>: Industry-standard generic exceptions, other than exceptions specific to a particular property or particular transaction, that are included in the standard pre-printed forms of the Company filed with the Insurance Commissioner.

## SECTION B GENERAL PROVISIONS

#### B.1 COMPUTATION OF RATES

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

The Rate for an increased amount of insurance shall be the difference between the Scheduled Rate based upon the amount of insurance shown in the existing policy and the Scheduled Rate based upon the amount and type of insurance ultimately issued.

Whenever documents of any kind that impose liability on the Company are recorded in accordance with specific instructions, the Rates in accordance with this Schedule for a policy covering such documents will accrue immediately upon closing or recording, whichever comes first. Additional Rates shall be made for subsequent services or insurance provided 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 Insurance Commissioner prior to quotation or being made effective.

## B.3 COMMERCIAL TRANSACTIONS

Special title policy and endorsement Rate 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.

## B.4 <u>ADDITIONAL RATES</u>

#### (a) EAGLE® Surcharge

Except as otherwise specified in this Schedule, a surcharge of 5% of the Basic Rate for an EAGLE® Owner's Policy and 5% of the Basic Rate for an EAGLE® Loan Policy (the "EAGLE® Surcharge") shall be added to the Scheduled Rate for all EAGLE® Owner's Policies and EAGLE® Loan Policies.

#### (b) Out-of-County Search Rate

When an Out-of-County search is required, a surcharge of \$100 shall be added to the Scheduled Rate.

Pricing consideration may be given based upon factors including on the complexity of the search performed, and number and geographic location of the properties involved.

## (c) Multiple Tract Rate

When the property to be insured consists of multiple tracts coming from separate chains of title, a fee of \$150 shall be added to the Scheduled Rate.

#### (d) Government or Third-Party Costs or Taxes

Amounts incurred by the Company for government or third-party costs or taxes, including but not limited to copies of recorded instruments, maps, etc., shall be additionally charged to the customer at the amount paid by the Company.

#### (e) Governmental Contracts

Contracts may be entered into with governmental agencies for a negotiated Rate and all such contracts must be approved in writing by the Company's underwriting department and legal department in advance.

#### (f) Work Rate

The Rate for additional work when unusual conditions are encountered, or special services are rendered, is \$100 per hour or any fraction thereof.

## B.5 MISCELLANEOUS PRODUCTS/SERVICES

#### (a) Commitments

- Commitment issued as an incident to a title policy. No Rate is made for a
  Commitment issued as part of the issuance of a title policy for which a Rate is
  made.
- 2. <u>Informational Commitment</u>. An informational Commitment that is not associated with the issuance of a title insurance policy may be issued for a Rate of \$250 for Residential and \$500 for Commercial.
- 3. <u>Cancellation Rates</u>. If a Commitment is issued, the applicable Scheduled Rate applies even if the order for the Commitment is cancelled, except that no fee is made if a Commitment incident to a concurrent title policy is cancelled prior to commencement of the title search. If the Commitment is issued and the order for title insurance is cancelled after the title search has commenced, a cancellation Rate of \$250 for Residential and \$500 for Commercial may be assessed.
- 4. <u>Credit for cancellation Rates on Commitments</u>. Where no substantial change in the title has occurred subsequent to a cancelled Commitment, the order may be re-opened within six months at the request of the customer, and the cancellation Rate for the Commitment may be credited against the Rate for the title insurance issued pursuant to the re-opened order.

# SECTION C BASIC TITLE INSURANCE RATE

The Basic Rate is set forth in Appendix A.

## SECTION D ENDORSEMENTS

Endorsements providing additional or modified coverages or insurance may be issued upon compliance with the Company's underwriting requirements for the Rates set forth in Appendix B except as otherwise expressly provided in this Schedule.

## SECTION E OWNER'S INSURANCE

# E.1 OWNER'S POLICY OTHER THAN THOSE ADDRESSED IN ANOTHER SECTION OF THIS SCHEDULE

The Rate for an Owner's Policy is 100% of the Basic Rate as set forth in Appendix A, unless otherwise expressly provided in this Schedule.

# E.2 <u>CONVERSION OF AN INSURED LEASEHOLD ESTATE TO A FEE ESTATE – COMMERCIAL ONLY</u>

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 subject property for the following Rate:

Time Between Date of Leasehold Policy and Acquisition of the Fee Estate	Rate
Less than one year	\$200
One year to five years	\$500
Over five years	Applicable Basic Rate

Insurance in excess of the original policy amount is priced on an increased amount of insurance as provided in Section B.1 and the increased amount of insurance is added to the Rate calculated above to determine the Rate for the new policy.

When both a change in policy type (as reflected in the table above) and an increase in insurance apply, the calculation based on the change in policy type is made first, and then the calculation for an increased amount of insurance is applied.

The new fee Owner's Policy must contain all the Standard Exceptions as to matters after the date of the 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 if the coverage provided by the endorsements is limited to the date of the policy on the previously issued leasehold Owner's Policy. 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 pursuant to Appendix B.

The Rates above are not available for Residential properties.

## E.3 REISSUE RATE

When a copy of an existing Owner's Policy issued within 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 Rate for the new Owner's Policy is set forth below:

Area	Rate
Area A	100% of Basic Rate
Area B	75% of Basic Rate
Area C	1370 OI Dasic Nate

#### E.4 SIMULTANEOUS (CONCURRENT) LEASEHOLD OWNER'S POLICY

This section applies to a leasehold Owner's Policy issued concurrently with a fee Owner's Policy covering the identical property. The Rate for the fee Owner's Policy will be as set forth in Section E.1 or E.2 of this Schedule, as applicable, and the Rate for the leasehold Owner's Policy is 30% of the Rate for the fee Owner's Policy for an amount of insurance up to the amount of the fee Owner's Policy. Amounts in

excess of the fee Owner's Policy are priced on an increased amount of insurance as provided in Section B.1.

## SECTION F LENDER'S INSURANCE

# F.1 LOAN POLICY OTHER THAN A LOAN POLICY ADDRESSED IN OTHER SECTIONS OF THIS SCHEDULE

The Rate for Loan Policies other than Loan Policies issued under another section of this Schedule is 100% of the Basic Rate as set forth in Appendix A.

## F.2 <u>SIMULTANEOUS (CONCURRENT) LOAN POLICY</u>

When a Loan Policy is issued concurrently with an Owner's Policy on the same property as part of the same transaction, and both the Loan Policy and the Owner's Policy are issued by the same office, the Rate for the Owner's Policy shall be calculated at the applicable Owner's Policy Rate and the Rate for a Loan Policy equal to or less than the amount of the Owner's Policy is:

Area	Residential	Commercial
Area A	\$300	Up to \$5,000,000 amount of insurance – \$750;
Alea A	φ300	\$5,000,000 and above amount of insurance – \$1,000
Area B		Up to and including \$1,000,000 amount of insurance – \$200
	\$200	\$1,000,001 to \$5,000,000 amount of insurance – \$750
Area C		\$5,000,001 and above amount of insurance \$1,000

When more than one Loan Policy is issued concurrently with an Owner's Policy and the aggregate amount of the Loan Policies does not exceed the amount of the Owner's Policy, the Rate for each additional concurrently issued Loan Policy over one is:

Area	Residential	Commercial
Area A	\$200	Up to \$5,000,000 amount of insurance – \$750;
Alea A	φ200	\$5,000,000 and above amount of insurance – \$1,000
Area B		Up to and including \$1,000,000 amount of insurance – \$200
Area C \$200		\$1,000,001 to \$5,000,000 amount of insurance – \$750
		\$5,000,001 and above amount of insurance \$1,000

Any amount of insurance of the Loan Policy in excess of the amount of the Owner's Policy shall be calculated at the applicable Loan Policy Rate. The EAGLE® Surcharge applies.

If the Loan Policy describes additional land that is not described within the Owner's Policy, additional tract Rates will apply.

The above Rate also applies to bifurcated transactions where confirmation that the Owner's Policy will be issued by the Company is delivered to the Company at the time the order is placed.

## F.3 SIMULTANEOUS (CONCURRENT) 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 amount of insurance, the Rate 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 above. This Rate is not available for a Residential property.

## F.4 <u>REFINANCE RATE</u>

For Loan Policies on property where the loan proceeds are being used for any purpose other than: (1) the financing of the acquisition of the property or (2) a Construction Loan, including Loan Policies issued in connection with a refinance transaction, the Rate set forth in the table below applies.

Area	Residential	Commercial
Area A	80% of Basic Rate	100% of Basic Rate
Area B Area C	75% of Basic Rate	100% of Basic Rate

#### F.5 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	\$250
\$300,001 to \$500,000	Add \$100
\$500,001 to \$1,000,000	Add \$1.10 per \$1,000 on the amount of insurance above \$500,000
Above \$1,000,000	Add \$0.75 per \$1,000 on the amount of insurance above \$1,000,000

The Rate for a rundown and record matters date down endorsement on a Construction Loan Policy is as follows:

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 Rate for each title rundown and date down endorsement shall be as set forth in Appendix B.

The Rates above are not available for Commercial properties.

## F.6 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 4/4.1, 5/5.1, 6, 8.1, and

9/9.3/9.10. Additional fees may apply for additional endorsements (see Appendix B). 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
\$1,500,001 to \$2,000,000	\$1,040

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

## F.7 <u>equiSMART MASTER LOAN PROGRAM</u>

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.

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

## F.8 equiLite™ RESIDENTIAL LIMITED COVERAGE LOAN POLICY

For mortgage and home equity loan transactions involving Residential property, the Rate for an equiLite™ Residential Limited Coverage Loan Policy is:

Amount of Insurance	Rate
Up to and including \$100,000	\$25

Amount of Insurance	Rate
\$100,001 to \$250,000	\$40
\$250,001 to \$500,000	\$50

The above Rate does not include the cost of the Title Report referenced in the equiLite™ Residential Limited Coverage Loan Policy.

The equiLite™ Residential Limited Coverage Loan Policy may not be issued for transactions in which the face amount of the mortgage or home equity loan exceeds \$500,000.

## F.9 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 insurance above \$2,000,000, or part thereof up to and including \$20,000,000, add \$100.

## F.10 ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY

For second or lessor priority mortgage loan transactions involving improved 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.

Amount of Insurance	Rate
Up to and including \$75,000	\$125
\$75,001 to \$150,000	\$140
Above \$150,000	\$250

## SECTION G NEW HOME SUBDIVISION SERVICES

## G.1 NEW HOME RATE – RESIDENTIAL ONLY

The Rate for an Owner's Policy covering Residential property containing a newly constructed residence being sold for the first time is as follows:

Amount of Insurance	Rate
Up to and including \$100,000	\$150
\$100,001 to \$250,000	Add \$1.75 per \$1,000 of insurance
\$250,001 to \$750,000	Add \$1.25 per \$1,000 of insurance
Above \$750,000	Add \$0.90 per \$1,000 of insurance

# SECTION H GUARANTEES

## H.1 CONDITION OF TITLE GUARANTEE

The Rate for a CLTA Guarantee, Form Number 28 – Condition of Title, is \$250 for Residential and \$450 for Commercial.

## H.2 <u>TITLE REPORT GUARANTEE</u>

The Rate for a Title Report Guarantee is \$175.

# APPENDIX A BASIC TITLE INSURANCE RATE

Area A: Doniphan, Douglas, Johnson, Leavenworth, Miami, and Wyandotte Counties

## Residential:

Amount of Insurance	Rate
Up to and including \$50,000	\$435
\$50,001 to \$150,000	Add \$16.00 per \$10,000 of insurance
\$150,001 to \$300,000	Add \$15.00 per \$10,000 of insurance
\$300,001 to \$1,000,000	Add \$12.00 per \$10,000 of insurance
Above \$1,000,000	Add \$10.00 per \$10,000 of insurance

## Commercial:

Amount of Insurance	Rate
Up to and including \$100,000	\$780
\$100,001 to \$500,000	Add \$2.20 per \$1,000 of insurance
\$500,001 to \$1,000,000	Add \$1.75 per \$1,000 of insurance
\$1,000,001 to \$5,000,000	Add \$1.00 per \$1,000 of insurance
Above \$5,000,000	Add \$0.82 per \$1,000 of insurance

**Area B:** Cheyenne, Clark, Decatur, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Hamilton, Haskell, Hodgeman, Kearny, Lane, Logan, Meade, Morton, Ness, Norton, Rawlins, Scott, Seward, Sheridan, Sherman, Stanton, Stevens, Thomas, Trego, Wallace, and Wichita Counties

## Residential:

Amount of Insurance	Rate
Up to and including \$30,000	\$270
\$30,001 to \$100,000	Add \$32.00 per \$10,000 of insurance
\$100,001 to \$150,000	Add \$24.00 per \$10,000 of insurance
\$150,001 to \$1,000,000	Add \$23.00 per \$10,000 of insurance
Above \$1,000,000	Add \$13.00 per \$10,000 of insurance

## Commercial:

Amount of Insurance	Rate
Up to and including \$30,000	\$270
\$30,001 to \$100,000	Add \$32.00 per \$10,000 of insurance
\$100,001 to \$150,000 Add \$24.00 per \$10,000 of insurance	
\$150,001 to \$1,000,000	Add \$23.00 per \$10,000 of insurance
Above \$1,000,000	Add \$13.00 per \$10,000 of insurance

Area C: Allen, Anderson, Atchison, Barber, Barton, Bourbon, Brown, Butler, Chase, Chautauqua, Cherokee, Clay, Cloud, Coffey, Comanche, Cowley, Crawford, Dickinson, Edwards, Elk, Ellis, Ellsworth, Franklin, Geary, Greenwood, Harper, Harvey, Jackson, Jefferson, Jewell, Kingman, Kiowa, Labette, Lincoln, Linn, Lyon, Marion, Marshall, McPherson, Mitchell, Montgomery, Morris, Nemaha, Neosho, Osage, Osborne, Ottawa, Pawnee, Phillips, Pottawatomie, Pratt, Reno, Republic, Rice, Riley, Rooks, Rush, Russell, Saline, Sedgwick, Shawnee, Smith, Stafford, Sumner, Wabaunsee, Washington, Wilson, and Woodson Counties

#### Residential:

Amount of Insurance	Rate			
Up to and including \$30,000	\$320			
\$30,001 to \$100,000 Add \$34 per \$10,000 of insurance				
\$100,001 to \$150,000	Add \$28 per \$10,000 of insurance			
\$150,001 to \$250,000	Add \$22 per \$10,000 of insurance			
\$250,001 to \$1,000,000	Add \$21 per \$10,000 of insurance			
Above \$1,000,000	Add \$16 per \$10,000 of insurance			

## Commercial:

Amount of Insurance	Rate
Up to and including \$30,000	\$320
\$30,001 to \$100,000	Add \$34 per \$10,000 of insurance
\$100,001 to \$150,000	Add \$28 per \$10,000 of insurance
\$150,001 to \$250,000	Add \$22 per \$10,000 of insurance
\$250,001 to \$1,000,000	Add \$21 per \$10,000 of insurance
Above \$1,000,000	Add \$16 per \$10,000 of insurance

## APPENDIX B ENDORSEMENT RATES

Filed endorsement Rates are as set forth in the charts below. The Rates contained herein are keyed to the coverages specifically referred to in each endorsement. Additional Rates 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/C = no charge, N/A = not applicable, std = Standard Coverage, ext = Extended Coverage, Scheduled Rate = the Scheduled Rate for the title insurance policy for which the endorsement is applicable. Percentages refer to a percentage of the Basic 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 Appendix A. Rates are not available for Residential properties.

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
1			Street Assessments	N/A	Residential: \$75
•					Commercial: \$150
3			Zoning	Residential: \$100	Residential: \$100
o .			Zorinig	Commercial: \$500	Commercial: \$500
3.1			Zoning – Completed Structure	Residential: \$250	Residential: \$250
5.1			Zoning – completed offuciale	Commercial: \$750	Commercial: \$750
3.2			Zoning – Land Under Development	Residential: \$500	Residential: \$500
5.2			Zoning – Land Onder Development	Commercial: \$1,000	Commercial: \$750
3.3			Zoning – Completed Improvement –	Residential: \$250	Residential: \$250
3.3			Non-Conforming Use	Commercial: \$750	Commercial: \$750
3.4			Zaning No Zaning Classification	Residential: \$250	Residential: \$250
3.4			Zoning – No Zoning Classification	Commercial: \$750	Commercial: \$750
4			Condominium – Assessments Priority	NI/A	Residential: \$75
4			Condominium – Assessments Phonty		Commercial: \$150
4.1			Condominium – Current Assessments	Residential: \$75	Residential: \$75
4.1			Condominium – Current Assessments	Commercial: \$150	Commercial: \$150
5			Planned Unit Development –	N/A	Residential: \$75
			Assessments Priority		Commercial: \$150
5.1			Planned Unit Development – Current	Residential: N/C	Residential: N/C
5.1			Assessments	Commercial: \$150	Commercial: \$150
6			Variable Pate Mertage	N/A	Residential: N/C
0			Variable Rate Mortgage	IN/A	Commercial: \$150
6.2			Variable Rate Mortgage – Negative	N/A	Residential: N/C
0.2			Amortization	IN/A	Commercial: \$150
7			Manufactured Housing Unit	\$150	\$150
7.1			Manufactured Housing – Conversion – Loan	N/A	\$150

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
7.2			Manufactured Housing – Conversion – Owner's	\$150	N/A
8.1			Environmental Protection Lien	N/A	Residential: N/C Commercial: N/A
8.2			Commercial Environmental Protection Lien	Residential: N/C Commercial: \$150	Residential: N/C Commercial: \$150
9			Restrictions, Encroachments and Minerals – Loan Policy	N/A	Residential: N/C Commercial: \$150
9.1			Covenants, Conditions and Restrictions – Unimproved Land – Owner's Policy	\$150	N/A
9.2			Covenants, Conditions and Restrictions – Improved Land – Owner's Policy	\$150	N/A
9.3			Covenants, Conditions and Restrictions – Loan Policy	N/A	Residential: N/C Commercial: \$150
9.6			Private Rights – Loan Policy	N/A	Residential: N/C Commercial: \$150
9.6.1			Private Rights – Current Assessments – Loan Policy	N/A	Residential: N/C Commercial: \$150
9.7			Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy	N/A	\$1,000
9.8			Covenants, Conditions and Restrictions – Land Under Development – Owner's Policy	\$1,000	N/A
9.9			Private Rights – Owner's Policy	\$150	N/A
9.10			Restrictions, Encroachments, Minerals – Current Violations – Loan Policy	N/A	\$150
10			Assignment	N/A	Residential: \$75 Commercial: \$150
10.1			Assignment and Date Down	N/A	25%, minimum \$250 for Residential and minimum \$500 for Commercial
11			Mortgage Modification	N/A	20% Basic Rate of the original amount of insurance, minimum \$250
Modified 11			Modified ALTA 11 – Mortgage Modification with Policy Date Down – Kansas	N/A	35% Basic Rate of the original amount of insurance, plus 100% of Basic Rate for amounts in excess of the original Loan Policy, minimum \$250 for Residential and \$500 for Commercial

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
11.1			Mortgage Modification with Subordination – Kansas	N/A	20% Basic Rate of the original amount of insurance, minimum \$250
11.2			Mortgage Modification with Additional Amount of Insurance	N/A	20% Basic Rate of the original amount of insurance, plus 100% of Basic Rate for amounts in excess of the original Loan Policy, minimum \$250
12			Aggregation – Loan	N/A	\$150
12.1			Aggregation – State Limits – Loan – Kansas	N/A	\$150
13			Leasehold – Owner's Policy	N/C	N/A
13.1			Leasehold – Loan Policy	N/A	N/C
14			Future Advance – Priority	N/A	N/C
14.1			Future Advance – Knowledge	N/A	Residential: N/C Commercial: \$150
14.2			Future Advance – Letter of Credit	N/A	Residential: N/C Commercial: \$150
14.3			Future Advance – Reverse Mortgage	N/A	Residential: N/C Commercial: \$150
15			Non-Imputation – Full Equity Transfer	25%, minimum \$500	N/A
15.1			Non-Imputation – Additional Insured	25%, minimum \$500	N/A
15.2			Non-Imputation – Partial Equity Transfer	25%, minimum \$500	N/A
16			Mezzanine Financing	25%, minimum \$500	N/A
17			Access and Entry	\$150	\$150
17.1			Indirect Access and Entry	\$150	\$150
17.2			Utility Access	\$150	\$150
18			Single Tax Parcel	\$150	\$150
18.1			Multiple Tax Parcel – Easements – Kansas	\$150	\$150
18.2			Multiple Tax Parcels	\$150	\$150
18.3			Single Tax Parcel and ID	\$150	\$150
19			Contiguity – Multiple Parcels	\$150	\$150
19.1			Contiguity – Single Parcel	\$150	\$150
19.2	1 1 9 7		Contiguity – Specified Parcels	\$150	\$150
20	20		First Loss – Multiple Parcel Transactions	N/A	\$250
22			Location	Residential: \$50 Commercial: \$150	Residential: N/C Commercial: \$150
22.1			Location and Map	Residential: \$50 Commercial: \$150	Residential: N/C Commercial: \$150
23			g ,		\$150
23.1			Co-Insurance – Multiple Policies	\$150	\$150

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
24			Doing Business	N/A	Residential: \$25 Commercial: \$150
25			Same as Survey	Residential: \$50	Residential: \$25 Commercial: \$150
			_	Commercial: \$150	
25.1			Same as Portion of Survey	Residential: \$50 Commercial: \$150	Residential: \$25 Commercial: \$150
26			Subdivision	Residential: \$50 Commercial: \$150	Residential: \$25 Commercial: \$150
28			Easement – Damage or Enforced Removal	\$150	\$150
28.1			Encroachments – Boundaries and Easements	\$150	\$150
28.2			Encroachments, Boundaries and Easements – Described Improvements w/o Item 5	\$150	\$150
28.3			Encroachments – Boundaries and Easements – Land Under Development	\$150	\$150
29			Interest Rate Swap – Direct Obligation – Kansas	N/A	\$500
29.1			Interest Rate Swap – Additional Interest – Kansas	N/A	\$500
29.2			Interest Rate Swap – Direct Obligation – Defined Amount (Kansas)	N/A	Loan – \$500; plus 100% of Basic Rate for amounts in excess of the original Loan Policy
29.3			Interest Rate Swap – Additional Interest – Defined Amount (Kansas)	N/A	Loan – \$500; plus 100% of Basic Rate for amounts in excess of the original Loan Policy
30			Shared Appreciation Mortgage	N/A	Residential: \$250 Commercial: N/A
30.1			Commercial Participation Interest	N/A	Residential: N/A Commercial: \$150
31			Severable Improvements	\$150	\$150
32			Construction Loan	N/A	N/C
32.1			Construction Loan – Direct Payment	N/A	N/C
32.2			Construction Loan – Insured's Direct Payment	N/A	N/C
33			Disbursement	N/A	\$150
34			Identified Risk Coverage	\$150	\$150
34.1			Identified Exception & Identified Risk Coverage	\$150	\$100
35			Minerals and Other Subsurface Substances – Buildings	\$150	\$150
35.1			Minerals and Other Subsurface Substances – Improvements	\$150	\$150

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
35.2			Minerals and Other Subsurface Substances – Described Improvements	\$150	\$150
35.3			Minerals and Other Subsurface Substances – Land Under Development	\$150	\$150
36			Energy Project – Leasehold/ Easement – Owner's Policy	*See table below for Rates on Energy Project Endorsements	N/A
36.1			Energy Project – Leasehold/ Easement – Loan Policy	N/A	*See table below for Rates on Energy Project Endorsements
36.2			Energy Project – Leasehold – Owner's Policy	*See table below for Rates on Energy Project Endorsements	N/A
36.3			Energy Project – Leasehold – Loan Policy	N/A	*See table below for Rates on Energy Project Endorsements
36.4			Energy Project – Covenants, Conditions and Restrictions – Land Under Dev. – Owner's Policy	*See table below for Rates on Energy Project Endorsements	N/A
36.5			Energy Project – Covenants, Conditions and Restrictions – Land Under Dev. – Loan Policy	N/A	*See table below for Rates on Energy Project Endorsements
36.6			Energy Project – Encroachments	*See table below for Rates on Energy Project Endorsements	N/A
36.7			Energy Project – Fee Estate – Owner's Policy	*See table below for Rates on Energy Project Endorsements	N/A
36.8			Energy Project – Fee Estate – Loan Policy	N/A	*See table below for Rates on Energy Project Endorsements
37			Assignment of Rents or Leases	N/A	\$150
38			Mortgage Tax	N/A	Residential: \$25 Commercial: \$150
39			Policy Authentication N/C		N/C
40			,		N/A
40.1			Tax Credit – Defined Amount – Owner's Policy	\$500, plus 100% of Basic Rate for amounts in excess of the original policy	N/A

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
41			Water – Buildings	\$150	\$150
41.1			Water – Improvements	\$150	\$150
41.2			Water – Described Improvements	\$150	\$150
41.3			Water – Land Under Development	\$150	\$150
42			Commercial Lender Group	N/A	Residential: N/A Commercial: \$150
45			Pari Passu Mortgage – Loan Policy	N/A	\$150
46			Option	\$250	N/A
JR1			ALTA JR1	N/A	Residential: N/C Commercial: N/A
JR2			JR2 Future Advance	N/A	Residential: N/C Commercial: N/A
	100.8		CC&R's, Violations	\$150	N/A
	102.4		Foundation	N/A	\$150
	102.5		Foundation	N/A	\$150
	103.4		Eggement Access to Dublic Street	Residential: \$50	Residential: \$50
	103.4		Easement, Access to Public Street	Commercial: \$150	Commercial: \$150
	400.7		I am al Aleuda Chua ad	Residential: \$50	Residential: \$50
	103.7		Land Abuts Street	Commercial: \$150	Commercial: \$150
	104.4		Collateral Assignment of Mortgage	N/A	\$150
	107.1		Allocation of Insurance to Parcels	\$150	\$150
				\$25, plus 100% of	\$25, plus 100% of
	107.2	107.2	Increase Amount of Insurance	Basic Rate for	Basic Rate for
1				amounts in excess	amounts in excess
				of the original policy	of the original policy
	107.9		Additional Insured	\$150	\$150
	107.11		Non-Merger After Lender Acquires Title	N/A	\$150
	110.1		Deletion of Item From Policy	\$50	\$50
	111		Mortgage Priority, Partial Reconveyance	N/A	\$150
	111.1		Mortgage Priority, Partial Reconveyance	N/A	\$150
	112.1		Bondholder	N/A	Residential: \$100 Commercial: \$150
	119.4		Bondholder – Validity of Sublease, Joint Powers	\$150	\$150
		EP 1	Energy Project – Definitions	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	Res: N/A Com: *See table below for Rates on Energy Project Endorsements
		EP 2	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner's Policy	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	N/A

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
		EP 3	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan Policy	N/A	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements
		EP 5	Energy Project – Leasehold/ Easement – Owner's Policy	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	N/A
		EP 6	Energy Project – Leasehold – Owner's Policy	Rates on Energy Project Endorsements	N/A
		EP 7	Energy Project – Leasehold/ Easement – Loan Policy	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	N/A
		EP 8	Energy Project – Leasehold – Loan Policy	N/A	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements
		EP 9	Energy Project – Land Treated as "Single" Integrated Whole	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements
		EP 10	Energy Project – Special Measure of Loss – Owner's Policy	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	N/A
		EP 11	Energy Project – Special Measure of Loss – Loan Policy	N/A	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
		EP 12	Energy Project – Severable Improvement	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	N/A
		EP 13	Energy Project – Zoning	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	N/A
		EP 14	Energy Project – Minerals and Other Subsurface Substance	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	N/A
		EP 15	Energy Project – Encroachments (with 2e)	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements	Residential: N/A Commercial: *See table below for Rates on Energy Project Endorsements
		FA 1	Policy Correction	N/C	N/C
		FA 36.1	Variable Rate, FNMA 7 Year Balloon	N/A	Residential: \$25 Commercial: N/A
		FA 40	Commercial Environmental Protection Liens	Residential: N/A Commercial: \$150	Residential: N/A Commercial: \$150
		FA 43	Easements in Declaration	\$150	\$150
		FA 49.1	Aggregation/Tie-In Owner	\$150	N/A
		FA 55	Fairway	\$150	N/A
		FA 61	Construction Loan Pending Disbursement	N/A	N/C
		FA 61.1	Construction Loan Disbursement	N/A	\$150
		FA 61.2	Construction Loan – Reinstatement of Covered Risk 11(a)	N/A	\$150
		FA 61.3	Pending Improvements	\$150	N/A
	Assumption			N/A	\$150
			Recharacterization Sale – Leaseback Transaction	N/A	\$150
		1	General (Blank) Endorsement	\$150	\$150
			Commitment Endorsement	N/C	N/C
		FA Special	Subsequent Insurance	Residential: \$250 Commercial: \$500	Residential: \$250 Commercial: \$500
			Date Down – Record Matters Only – Kansas	\$150	\$150
		1	As Shown on Survey – Kansas	\$150	\$150
		1	Encroachment	\$150	\$150
		†	Loss Payee	\$150	\$150
		1	Non-Merger of Subleasehold	\$150	\$150

ALTA NO.	CLTA NO.	FA NO.	DESCRIPTION	OWNER'S POLICY	LOAN POLICY
			Secondary Insurance – 2006 ALTA Loan Policy	N/A	\$150
			Secondary Insurance – 2006 ALTA Owner's Policy	\$150	N/A
			Policy Change	\$150	\$150
			Record Matters Date Down – Guarantee – Kansas	\$150	\$150
			Native American Lands	\$150	\$150
			Deletion of Arbitration Condition – Loan Policy	N/A	N/C
			Deletion of Arbitration Condition – Owner's Policy	N/C	N/A
			equiLite EL1	Residential: N/A Commercial: N/A	Residential: N/C if issued concurrently with the equiLite™ Residential Limited Coverage Loan Policy Commercial: N/A
			equiLite EL2	Residential: N/A Commercial: N/A	Residential: \$10 Commercial: N/A
			equiLite EL3	Residential: N/A Commercial: N/A	Residential: \$10 Commercial: N/A

*Rates on Energy Project Endorsements				
Amount of Insurance Rate per \$1,000				
Up to and including \$20,000,000	\$0.40, subject to a minimum Rate of \$500			
\$20,000,001 to \$100,000,000 add	\$0.20			
Above \$100,000,000 add	\$0.10			