

Radian Title Insurance Inc.



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

**RADIAN TITLE INSURANCE INC.**

**Radian Title Insurance Inc.**

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## **SECTION 1: GENERAL PROVISIONS AND DEFINITIONS**

**GP-1.** The general provisions, rules, rates and forms contained herein are in compliance with applicable Kansas statutes.

**GP-2.** The effective date of the general provisions, rules and rates is January 1, 2023.

**GP-3.** The rates set forth apply to the entire State of Kansas. Rates as set forth herein are “non-inclusive” and may be a portion of any overall retail rate made by an agent of the Company. The rates in Sections 2 and 3 do not include any charge made closing or escrow services performed by title insurance agents or qualified abstractors. Charges made for such services are in addition to the rates and charges set forth in Sections 2 and 3 herein.

**GP-4.** Nothing herein shall be construed as indemnification against improper acts or omissions of a person with regard to escrow or settlement services.

**GP-5.** Nothing herein shall be construed as affecting the Insurer's absolute right to decline to insure any risk it deems in its sole discretion, to be unacceptable.

**GP-6.** If the form of commitment or policy to be issued would otherwise afford protection against adverse condition(s) as revealed by an underwriting analysis and study of a specific risk, which adverse condition(s) would otherwise render the risk unacceptable to the underwriter, the commitment or policy may, nevertheless, be issued with specific exception to the unacceptable condition(s) without rate credit or additional charge, except such as may be otherwise provided in this manual of rates.

**GP-7. DEFINITIONS:** As used herein the following terms shall have the meaning set forth as follows:

(a) Land, Premises or Property: Unless otherwise set forth in the policy of title insurance, the land described, specifically or by reference, and improvements affixed thereto which by law constitute real property.

(b) Mortgage: Mortgage, Deed of Trust, Trust Deed, or other security instrument relating, at least in part, to Land.

(c) Insured: The person named in the policy of title insurance, as the insured or guaranteed party, as the case may be.

(d) Insurer: Radian Title Insurance Inc.

(e) Full value of land: Actual purchase price or, if no sale is involved, full fair market value as may be agreed upon between the Company and the proposed insured based on normally accepted methods of valuation.

(f) Full value of leasehold estates: The aggregate of the rentals payable under the primary term of the lease or the full value of the land, whichever is less.

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- (g) **Full principal debt:** That part of the mortgage debt that is secured by land, excluding therefrom that part of the debt, if any, secured by personal property.
- (h) **Identical land:** The land or any part thereof described in a policy of title insurance.
- (i) **Simultaneous issue:** Two or more policies issued on identical land out of the same transaction. The effective dates of the policies do not have to be the same in order to qualify for a simultaneous issue; however, if the effective dates are not the same, such policies must have been able to have been issued the same day.
- (j) **Rate:** That premium cost per unit of insurance resulting in the charge for the risk assumed.
- (k) **Applicable Rate:** That rate, being the Original Rate, the Reissue Rate or the Refinance Rate, to be charged with respect to new policies or Endorsements in accordance with the provisions of the appropriate Rate Rules.
- (l) **Original Rate:** The Rate then in effect for new policies or endorsements issued without regard to or application of any credits, discounts or reductions for reissue, refinance, simultaneous issue or otherwise circumstances which lower such rate.
- (m) **Reissue Rate:** That rate charged to new policies or qualifying endorsements or portions of amounts of new policies or endorsements, to the extent such policies or endorsements qualify for Reissue Rates under applicable Rate Rules.
- (n) **Refinance Rate:** That rate charged to policies or endorsements qualifying for Refinance Rates under applicable Rate Rules.
- (o) **Residential Property:** Property in which the owner resides or intends to reside and consists of any of the following: (i) Land improved by a one to four family residential structure with all improvements on the land related to residential use; (ii) unimproved land located within a residential subdivision; or (iii) a residential condominium unit.
- (p) **Effective Date:** The date approved by the Kansas Department of Insurance for the implementation of new or amended rate and form filings for new title orders received on or after said date.
- (q) **Company:** Radian Title Insurance Inc.
- (r) **Agent:** A person, firm, association, corporation, limited liability company, or partnership expressly authorized by written contract with the Company to solicit risks, collect fees, and prepare commitments and / or title insurance policies on its behalf and licensed by the Kansas Department of Insurance.
- GP-8** Rates set forth herein for policies do not include endorsements, which may bear additional rates. No policy or endorsement shall be issued for a rate less than a stated minimum rate or minimum premium notwithstanding any rate rule regarding reissue, refinance or simultaneous issue.

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**GP-9 Methods of Operation.** The Company operates under two methods of operations, as follows:

(a) "Company Procedure." Under the procedure, Company examines title and issues a commitment and/or policy or policies. The closing is conducted by Company or an independent settlement agent. The Applicable Rate for policies issued under this procedure is set forth under the applicable rate rules denoted as "Cost per \$1,000 - Company Procedure".

(b) "Agent Procedure." Under this procedure the agent examines title and conducts the closing and issues a commitment and / or policy or policies. The Applicable rate for policies issued under this procedure is set forth under the applicable rate rules denoted as "Cost per \$1,000 - Agent Procedure".

**GP-10** Whenever a Rate Rule does not denote a different Rate for the Company Procedure and the Agent Procedure, the Rate contained in that Rate Rule shall apply to both the Company Procedure and the Agent Procedure.

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**SECTION 2: SCHEDULE OF RATE AND RULES FOR TITLE INSURANCE POLICIES**

**PR-1 ORIGINAL TITLE INSURANCE RATE FOR OWNER'S OR LEASEHOLD OWNER'S POLICIES.**

An Owner's Policy insuring fee simple estate will not be issued for less than the insured's interest in the full value of the land. An Owner's Policy, endorsed to insure a leasehold estate, will not be issued for less than the full value of the leasehold estate.

The following Original Rate applies for Standard Owner's Policies. Rule PR-1.1 below applies to the Homeowner's Policy of Title Insurance:

Policy Amount	Agent Procedure	Company Procedure
	Cost Per \$1,000	
Up to and Including \$50,000 add	\$3.50	\$2.28
From \$50,001 Up to and Including \$100,000 add	\$3.00	\$1.95
From \$100,001 Up to and Including \$500,000, add	\$2.50	\$1.75
From \$500,001 Up to and Including \$10,000,000, add	\$2.00	\$1.50
From \$10,000,001 Up to and Including \$15,000,000, add	\$1.50	\$1.25
From \$15,000,001 And Over, add	\$1.25	\$1.00

**PR-1.1 ORIGINAL TITLE INSURANCE RATE FOR HOMEOWNER'S POLICY OF TITLE INSURANCE**

The Original Rate applicable for the Homeowner's Policy of Title Insurance shall be the rate calculated under Rule PR-1 above plus ten percent (10%). This Policy can only be issued in connection with one-to-four family residential property or an individual condominium unit.

If the transaction qualifies for a reissue rate under Rule PR-4 and the prior policy is a standard Owner's Policy, the reissue credit shall be calculated based on Standard Owner's Policy rates currently in effect. If the prior policy is a Homeowner's Policy, the reissue credit is calculated based on Homeowner's Policy rates currently in effect.

**PR-2 SIMULTANEOUS ISSUANCE OF FEE OWNER'S AND LEASEHOLD OWNER'S POLICIES OR LEASEHOLD ENDORSEMENTS**

When Fee Owner's and Leasehold Owner's Policies covering identical land are issued simultaneously, the Original Rate for the Owner's Policy shall be the applicable owner's rate. The Original Rate for the Leasehold Policy or Leasehold Endorsement so simultaneously issued shall be 30% of the rate for the Owner's Policy up to the amount of the Owner's Policy, the minimum premium being \$50.00. The rate on the amount of the Leasehold Policy in excess of the Owner's Policy is the Original Rate for Owner's Policy in the applicable bracket or brackets for such excess amount.

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**PR-3 SIMULTANEOUS ISSUANCE OF TWO OWNER'S POLICIES INSURING THE FEE TITLE**

In cases where simultaneous issue Owner's Policies having the same face amount of liability are issued to the purchaser and the seller, the first policy shall be issued for the applicable owner's rates and the second policy will be issued for an additional 30% of the Original Rate. The minimum premium for each policy shall be \$50.00.

**PR-4 REISSUE RATE APPLICABLE FOR FEE OWNER'S OR LEASEHOLD OWNER'S POLICIES**

Provided that the transaction qualifies for reissue rate as provided hereinafter and provided, further, that the Company is notified that a prior policy has been issued by a title insurance company licensed in Kansas and is furnished a copy of said policy or other information sufficient to enable the Insurer to identify said prior policy upon which reissue is requested, the new policy will be issued for sixty percent (60%) of the Original Rate for Owner's Policies. If otherwise applicable, the reissue rate shall 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 amount in excess shall be the Original Rate under the applicable bracket or brackets for such excess amount.

The minimum premium for any policy shall be \$50.00 for Standard Owner's Policies and \$55.00 for Homeowner's Policies.

Reissue rate is applicable in the following circumstances:

- (a) If the seller or lessor is an insured under an Owner's Policy of title insurance, and said policy has been outstanding for less than ten (10) years, a new policy may be issued to the new purchaser or lessee for the reissue rate stated above, up to the face amount of the previous policy. Any insurance in excess of the prior policy will be provided at the Original Rate in the applicable bracket or brackets for such excess amount. Such rate shall not apply to an insured lessee applying for an Owner's Policy. See Section 5 hereafter.
- (b) When the insured under a Loan Policy of title insurance acquires title by foreclosure or by voluntary conveyance in extinguishment of debt, such insured or the designee for the benefit of such insured shall be entitled to the reissue rate for Owner's Policy of title insurance up to an amount equal to the face amount of the prior Loan Policy of title insurance. Any insurance required in excess of the prior Loan Policy of title insurance will be provided at the Original Rate for Owner's Policy for any excess amount.

**PR-5 RATE APPLICABLE FOR OWNER'S POLICY ISSUED TO INSURED UNDER LEASEHOLD OWNER'S POLICY**

When an insured, under a Leasehold Owner's Policy or Owner's Policy with Leasehold Endorsement, or an Insured Land Contract Vendee under an Owner's Policy purchases the land within ten years after issuance of a Leasehold Owner's Policy, he may be issued a Fee Owner's Policy in an amount up to the face amount of the prior policy at 70% of Original Rate for Owner's Policy.

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If the Fee Owner's Policy is not issued within ten years of issuance of the prior policy, then the Fee Owner's Policy shall be 80% of the Original Rate for Owner's Policy to the extent that the amount of liability thereunder does not exceed the liability under the prior policy.

To the extent that the prior policy coverage exceeds the Leasehold coverage, the rate shall be the Original Rate within the applicable bracket or brackets for the excess amount.

**PR-6 RATE FOR SIMULTANEOUS ISSUANCE OF OWNERS AND LOAN POLICIES**

When simultaneous issue of Owner's and Loan Policies covering identical land are issued, the combined rate for the simultaneously issued policies shall be the applicable Owners Rate plus \$75.00 for each Loan Policy issued, provided that the Loan Policy (or if more than one Loan Policy is issued, then the aggregate amount of the Loan Policies) does not insure in an amount in excess of the Owner's Policy.

When the total of the insurance for the lender policy or policies exceeds the insurance of the owner, the rate for such excess shall be the Original Rate in the applicable bracket or brackets for such excess amount. To qualify for simultaneous issuance rate, the mortgagor in the mortgage, the lien of which is insured by the Loan Policy, must be one and the same legal entity as the owner insured by the Owner's Policy.

**PR-7 RESERVED**

**PR-8 ORIGINAL TITLE INSURANCE RATE FOR LOAN POLICIES AND LEASEHOLD LOAN POLICIES**

A Loan Policy shall be issued for the full principal debt or such other amount as Agreed upon between the Insurer and the proposed Insured based upon the value the proposed insured has allocated to the land in good faith under normally accepted lending practices. A policy may, however, be issued for an amount in excess of the principal debt to cover interest, foreclosure costs, etc.

Unless expressly stipulated to the contrary by endorsement to the policy, liability under a Loan Policy expires with the payment or the satisfaction of the mortgage described in the policy, except when satisfied by foreclosure or other lawful means of acquiring title in settlement of the mortgage debt. A new mortgage given to renew an old mortgage debt, whether or not originally covered by insurance, is a new transaction, creating new liability, and if insured, carries the Original Rate, unless it falls within the classification of "Reissue Title Insurance Rate for Loan Policies," or "Title Insurance Rate for Loan Policies on Refinance Loans."

The following Original Rate applies for Standard Loan Policies or Standard Short Form Loan Policies whether the policy covers a first mortgage, or a mortgage other than a first mortgage:



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STANDARD LOAN POLICIES AND STANDARD SHORT FORM LOAN POLICIES

Policy Amount	Agent Procedure	Company Procedure
	Cost Per \$1,000	
Up to and Including \$50,000 add	\$2.50	\$1.63
From \$50,001 Up to and Including \$100,000 add	\$2.00	\$1.30
From \$100,001 Up to and Including \$500,000, add	\$1.75	\$1.14
From \$500,001 Up to and Including \$10,000,000, add	\$1.50	\$0.98
From \$10,000,001 Up to and Including \$15,000,000, add	\$1.25	\$0.81
From \$15,000,001 And Over, add	\$1.00	\$0.65

**PR-8.1 ORIGINAL TITLE INSURANCE RATE FOR EXPANDED COVERAGE RESIDENTIAL LOAN POLICY**

The Original Rate applicable for either the Expanded Coverage Residential Loan Policy or the Short Form Expanded Coverage Residential Loan Policy shall be the rate calculated under Rule PR-8 above, plus 10 percent (10%). This Policy can only be issued in connection with one to-four family residential property or an individual condominium unit.

If the transaction qualifies for a reissue rate under PR-9 and the prior policy is a standard Owner's Policy, the reissue credit shall be calculated based on Standard Loan Policy rates currently in effect. If the prior policy is an Expanded Coverage Residential Loan Policy, the reissue credit is calculated based on rates currently in effect.

**PR-9 REISSUE TITLE INSURANCE RATE LOAN POLICIES**

When the owner of land on which application is made for a Loan Policy has had the title to such land insured in said owner by an owner's title insurance policy issued within ten (10) years of the date of the application for a Loan Policy, such owner shall be entitled to a reissue rate of sixty percent (60%) of the Original Rate Loan Policy up to the face amount of such Owner's Policy, provided that the owner-applicant provides a copy of said Owner's Policy or such other information to enable the Insurer to verify the representations made.

If the amount of insurance required under the Loan Policy is in excess of the original Owner's Policy, the rate for the excess shall be the Original Rate for the Loan Policy in the applicable bracket or brackets for such excess amount.

**PR-10 TITLE INSURANCE RATE FOR REFINANCE (SUBSTITUTION) LOANS**

When a refinance loan is made to the same borrower on the same land, the following rate will be charged for issuing a policy in connection with the new loan on so much of the amount of the new policy as represents the unpaid principal balance secured by the original loan; provided the Insurer is given a copy of the prior policy, or other information sufficient to enable the Insurer

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to identify such prior policy upon which reissue is requested, and the amount of the unpaid principal balance secured by the original loan:

<b>AGE OF THE ORIGINAL LOAN POLICY</b>	<b>RATES</b>
Under 3 years	30% of Original Rates
From 3 years to 4 years	40% of Original Rates
From 4 years to 5 years	50% of Original Rates
From 5 years to 6 years	60% of Original Rates
From 6 years to 7 years	70% of Original Rates
From 7 years to 8 years	80% of Original Rates
8 years or over	100% of Original Rates

The rate for the difference between the unpaid principal balance of the original loan and the amount of the new loan shall be the Original rate in the applicable bracket or brackets for such additional amount. Minimum premium shall be \$50.00.

**Centralized Refinance Rates I and II:**

**Centralized Refinance Rate I**

This rate does not apply to commercial, multifamily or construction loans.

When requested at the time the policy is issued, there is no additional charge for endorsements customarily issued with a policy charged at this rate.

No other discounts otherwise available in this manual are applicable to the rates in this section.

a. For 1-4 family residential loan transactions originated by institutional lenders, which refinance existing institutional lender mortgages, and are processed by the Company's authorized agents or direct operations, where orders are placed electronically by the originating lender and processed and delivered through an electronic order management platform and an ALTA Loan Policy, an ALTA Short Form Residential Loan Policy or a Master Residential Loan Policy is issued allowing for generic exceptions, the following rates apply:

Centralized Refinance Rate I

0-100 orders per month

Liability	Premium
\$0 - \$250,000	\$395
\$250,001 - \$500,000	\$500
\$500,001 - \$750,000	\$630
\$750,001 - \$1,000,000	\$690

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\$1,000,001 - \$1,300,000	\$820
\$1,300,001 - \$1,500,000	\$945
\$1,500,001 - \$2,000,000	\$1200
\$2,000,001 - \$3,000,000	\$1500
\$3,000,001 - \$4,000,000	\$2175
\$4,000,001 - \$5,000,000	\$3275

**Centralized Refinance Rate II:**

This rate does not apply to commercial, multifamily or construction loans.

The program is only applicable when a loan policy of title insurance is issued on loan transactions encumbering one-to-four family residential properties, not to exceed a liability of \$5,000,000, processed by Radian Title Insurance Inc. or an appointed Agent with similar capabilities (has centralized order processing and tracking capabilities), pursuant to a written agreement with Radian Title Insurance Inc.\*, which specifies, among other matters, a maximum cancellation rate and the methods of order opening and tracking.

The order must be opened electronically, by or through a lender that is fully integrated through a platform approved by Company, and must be capable of placing orders, receiving status, communicating, and receiving documents through the integration. Escrow functions must be provided and performed by Company or an agent with similar capabilities. All parties must agree to accept a basic Commitment used in anticipation of the Lender Policy that provides for generic exceptions in regard to Taxes and Assessments, Easements, and Covenants, Conditions and Restrictions. 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.

When requested at the time the policy is issued, there is no additional charge for endorsements customarily issued with a policy charged at this rate.

No other discounts otherwise available in this manual are applicable to the rates in this section.

Provided that the lender or mortgage broker meets the required minimum of one hundred\*\* (100) monthly title order openings ordered through Radian Title Insurance Inc. or an appointed Agent or a comparable Agency, the following rates will apply:

<b>Centralized Refinance Rate II</b> 100+ orders per month	
Liability	Premium
\$0 - \$250,000	\$345
\$250,001 - \$500,000	\$445
\$500,001 - \$750,000	\$570

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\$750,001 - \$1,000,000	\$670
\$1,000,001 - \$1,300,000	\$750
\$1,300,001 - \$1,500,000	\$850
\$1,500,001 - \$2,000,000	\$1200
\$2,000,001 - \$3,000,000	\$1500
\$3,000,001 - \$4,000,000	\$2175
\$4,000,001 - \$5,000,000	\$3275

\*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.

\*\*This requirement may be waived with management approval.

**PR-11 EXTENSION LOAN RATE FOR LOAN POLICIES**

When the indebtedness secured by a mortgage on real property, the title to which has previously been insured, is renewed by an extension agreement, a new policy or endorsement for the existing policy, furnishing coverage up to and including the date of the recording of the extension agreement will be issued at the following rates:

<b><u>Per Thousand</u></b>	
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.

**PR-12 COMMITMENTS TO INSURE**

This is a contract to issue the proposed insured a policy subject to certain terms and requirements. It is not an opinion or report of title. The commitment is effective for a period of six months, but may be extended from time to time for a period not to exceed eighteen months. No further extension may thereafter be granted without the consent of the Kansas Department of Insurance. There is no charge for issuance of a Commitment.

**PR-13 EXTENDED COVERAGE POLICY CHARGES**

An extended coverage policy may be issued by removing one or more of the standard exceptions upon fulfillment of the requirements of the Company. An extended coverage policy may be issued without additional charge or at a rate commensurate with the risk assumed and

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determined by the Company, but not to exceed \$.35/thousand for each standard exception removed.

**PR-12 MASTER MORTGAGEE HOME EQUITY POLICY (MMHEP)**

The Master Mortgagee Home Equity Policy (MMHEP) is intended to be issued to institutional lenders for home equity and other junior mortgage loans where the lender does not require either full ALTA Loan Policy or ALTA Junior Loan Policy coverage. The policy can only be issued with loans not recorded in first lien position on one-to-four family residential properties held in fee simple, including condominiums and planned unit developments. Once the lender's loan program has been approved by the Company, the lender will be issued a Master Policy. Only one such policy needs to be issued to an insured lender. Subsequently, each loan transaction to be covered under the Master Policy will be included by the issuance of a Certificate of Coverage. Each Certificate of Coverage will insure, under the terms of the Master Policy, in an amount equal to the full principal debt of said loan.

The following Original Rate applies for each Certificate of Coverage issued, rounded up to the nearest \$1.00, with a maximum loan amount not to exceed \$500,000.00.

CERTIFICATE COVERAGE AMOUNT	PREMIUM
\$0 - \$100,000	\$45
\$100,001 - \$250,000	\$65
\$250,001 - \$500,000	\$125

(Premium does not include search and escrow unless a separate fee is prohibited by law)

**SECTION 3: SCHEDULE OF RATES AND RULES FOR ENDORSEMENTS**

GENERAL – The Rate for an endorsement set forth in this Manual shall be charged each time an endorsement is attached to a policy regardless of the number of policies issued in a particular transaction; provided, however, the rates for endorsements priced as a percentage shall only be made once in transactions where multiple loan policies are issued in accordance with PR-3.

**ER-1 STREET ASSESSMENTS (ALTA FORM 1-06)**

This endorsement insures the insured mortgagee under a Loan Policy that there are no street improvements under construction or completed which at the date of the issuance of the policy have resulted in a lien that is prior or at a later date may be prior to the lien of the insured mortgage. The rate for this endorsement coverage shall be \$25.00.

**ER-2 TRUTH IN LENDING (ALTA FORM 2-06)**

This endorsement may be issued in connection with a Loan Policy to protect the insured lender against rescission under the Federal Truth in Lending Act. The rate for this endorsement shall be

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10% of the Original Rate for Loan Policies as set out in Rule PR-8 hereof, for the policy to which it is attached.

**ER-3 ZONING (ALTA FORM 3-06)**

This Endorsement may be issued in connection with a Loan Policy or Owner's Policy and insures the insured against an adverse final court decree which prohibits the use or uses specified in the endorsement as allowed under the applicable zoning ordinances. The rate for this endorsement is twenty percent (20%) of the Original Rate and is in addition to the policy premiums.

**ER-3.1 ZONING-COMPLETED STRUCTURE (ALTA FORM 3.1-06)**

This Endorsement provides the insured under a Loan Policy or Owner's Policy the identical coverage as provided in the ER-3 Zoning Endorsement and, in addition, provides coverage against forced removal or alteration of any structure because of a final court order finding that the applicable zoning ordinances have been violated with respect to: (i) area, width or depth of land as a building site; (ii) floor space area; (iii) building setback; (iv) height of the structure or (v) number of parking spaces. The rate for this endorsement is twenty percent (20%) of the Original Rate for Residential Property and fifteen percent (15%) for non-residential property and is in addition to the policy premiums.

**ER-4 CONDOMINIUM - LOAN POLICY (ALTA FORM 4-06)**

This endorsement insures the insured under a Loan Policy against a number of risks with respect to the condominium regime and documentation when attached to a policy in which the insured land is a condominium unit together with its percentage interest in the common area. The rate for this endorsement is \$25.00.

**ER-4.1 CONDOMINIUM - OWNER'S POLICY (ALTA FORM 4.1-06)**

This endorsement insures the insured under an Owner's Policy against a number of risks with respect to the condominium regime and documentation when attached to a policy in which the insured land is a condominium unit together with its percentage interest in the common area. The rate for this endorsement is \$25.00.

**ER-5 PLANNED UNIT DEVELOPMENT (ALTA FORM 5-06)**

This endorsement affords multiple forms of coverage to an insured under a Loan Policy when attached to a policy in which the insured land is a Planned Unit Development. The rate for this endorsement is \$25.00.

**ER-5.1 PLANNED UNIT DEVELOPMENT (ALTA FORM 5.1-06)**

This endorsement affords multiple forms of coverage to an insured under an Owner's Policy when attached to a policy in which the insured land is a Planned Unit Development. The rate for this endorsement is \$25.00

**ER-6 VARIABLE RATE (ALTA FORM 6-06)**

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The variable rate mortgage endorsement may be issued in connection with a Loan Policy of title insurance that insures a variable rate mortgage. The rate for the endorsement is \$25.00.

**ER-6.1 VARIABLE RATE (ALTA FORM 6.1-06)**

The variable rate mortgage endorsement may be issued in connection with a Loan Policy of title insurance where it is necessary for the lender to comply with certain statutes or regulations concerning variable rate mortgages. The rate for the endorsement is \$25.00.

**ER-6.2 VARIABLE RATE (ALTA FORM 6.2-06)**

The variable rate mortgage negative amortization endorsement may be issued in connection with a Loan Policy of title insurance that insures a variable rate mortgage securing a loan in which the unpaid principal balance increases as the result of the addition of unpaid interest. The rate for the endorsement is \$25.00.

**ER-7 MANUFACTURED HOUSINGm(ALTA FORM 7-06)**

The manufactured housing unit endorsement may be issued in connection with an Owner's or Loan Policy of title insurance where the land described in the policy is improved with a manufactured housing unit. The rate for the endorsement is \$25.00.

**ER-7.1 MANUFACTURED HOUSING - CONVERSION, LOAN POLICY (ALTA FORM 7.1-06)**

This manufactured housing unit endorsement may be issued in connection with a Loan Policy of title insurance where the land described in the policy is improved with a manufactured housing unit, and provides affirmative coverage as to the location of the unit on the land; the ownership of both the unit and land; the absence of personal property liens on the unit; and further insures the enforceability of the mortgage against the land in a single foreclosure proceeding. The rate for the endorsement is \$25.00.

**ER-7.2 MANUFACTURED HOUSING - CONVERSION, OWNER'S POLICY (ALTA FORM 7.2-06)**

This manufactured housing unit endorsement may be issued in connection with an Owner's Policy of title insurance where the land described in the policy is improved with a manufactured housing unit, and provides affirmative coverage as to the location of the unit on the land; the ownership of both the unit and land; and the absence of personal property liens on the unit. The rate for the endorsement is \$25.00.

**ER-8.1 ENVIRONMENTAL PROTECTION LIENS (ALTA FORM 8.1-06)**

This endorsement may be issued only in connection with loan policies issued on residential property and insures the priority of the mortgage lien against existing or subsequently recorded federal or state environmental protection liens, except with respect to environmental protection provided for by certain statutes identified in the endorsement. The rate for this endorsement is \$50.00.

**ER-9 RESTRICTIONS, ENCROACHMENTS, MINERALS, LOAN POLICY (ALTA FORM 9-06)**

This endorsement offers the insured under a Loan Policy a variety of additional affirmative coverages including, but not limited to, insurance that there are no covenants, conditions or restrictions under which the lien of the mortgage can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired; insurance against present violations of covenants, conditions or restrictions; and insurance against encroachments and against damage to existing improvements which encroach upon easement areas or damage resulting from the right to use the surface of the land for the extraction of minerals. The rate for this endorsement is \$25.00.

**ER-9.1 RESTRICTIONS, ENCROACHMENTS, MINERALS, OWNER'S POLICY, UNIMPROVED LAND (ALTA FORM 9.1-06)**

This endorsement offers the insured under an Owner's Policy insuring unimproved land a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to buildings constructed on the land after the date of the policy from the exercise of the right to extract or develop minerals. The rate for this endorsement is \$40.00 for residential land and twenty percent (20%) of the original rate for commercial land.

**ER-9.2 RESTRICTIONS, ENCROACHMENTS, MINERALS OWNER'S POLICY, IMPROVED LAND (ALTA FORM 9.2-06)**

This endorsement offers the insured under an Owner's Policy insuring improved land a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to existing buildings resulting from the exercise of a right of easement or a right to extract or develop minerals. The rate for this endorsement is \$40.00 for residential land and twenty percent (20%) of the original rate for commercial land.

**ER-9.3 RESTRICTIONS, ENCROACHMENTS, MINERALS, LOAN POLICY (ALTA FORM 9.3-06)**

This endorsement offers the insured under a Loan Policy a variety of additional affirmative coverages including, but not limited to, insurance that there are no covenants, conditions or restrictions under which the lien of the mortgage can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired; insurance against present violations of covenants, conditions or restrictions; and insurance against encroachments and against damage to existing improvements which encroach upon easement areas or damage to improvements, including lawn, shrubbery or trees, located on the land on or after the date of policy, resulting from the right to use the surface of the land for the extraction of minerals. The rate for this endorsement is \$25.00.



**ER-9.4 RESTRICTIONS, ENCROACHMENTS, MINERALS, OWNER'S POLICY, UNIMPROVED LAND (ALTA FORM 9.4-06)**

This endorsement offers the insured under an Owner's Policy insuring unimproved land a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to improvements, other than lawn, shrubbery or trees, constructed on the land after the date of the policy from the exercise of the right to extract or develop minerals. The rate for this endorsement is \$40.00.

**ER-9.5 RESTRICTIONS, ENCROACHMENTS, MINERALS, OWNER'S POLICY, IMPROVED LAND (ALTA FORM 9.5-06)**

This endorsement offers the insured under an Owner's Policy insuring improved land a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to improvements, other than lawn, shrubbery or trees, located on the land on or after the date of the policy from the exercise of the right to extract or develop minerals. The rate for this endorsement is \$40.00 for residential land and twenty percent (20%) of the original rate for commercial land.

**ER-10 ASSIGNMENT (ALTA FORM 10-06)**

This endorsement insures the named assignee of a mortgage insured under a Loan Policy against loss or damage resulting from (i) the failure of the referenced assignment to vest title of the insured mortgage in the insured assignee, or (ii) any modification or release recorded prior to date of endorsement. The rate for this endorsement is \$25.00.

**ER-10.1 ASSIGNMENT AND DATE DOWN (ALTA 10.1-06)**

This endorsement insures the named assignee of a mortgage insured by a Loan Policy as in Rule 4.10 above but also insures against certain matters recorded between the date of policy and the date of endorsement. The rate for this endorsement is \$25.00.

**ER-11 MORTGAGE MODIFICATION (ALTA FORM 11-06)**

This endorsement insures the insured under a Loan Policy against loss or damage, as defined in the endorsement, arising from the invalidity of a lien of the insured mortgage resulting from modification of the insured mortgage. The rate for this endorsement is ten percent (10%) of the original rate, with a minimum rate of \$25.00.

**ER-11.1 MORTGAGE MODIFICATION WITH SUBORDINATION (ALTA FORM 11.1-06)**

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This endorsement insures the insured under a Loan Policy against loss or damage, as defined in the endorsement, arising from the invalidity of a lien of the insured mortgage resulting from modification of the insured mortgage when there is a subordination of an existing lien. The rate for this endorsement is fifty cents (\$0.50) per thousand of the unpaid balance of the mortgage. Minimum rate is \$100.00.

**ER-12 AGGREGATION (ALTA FORM 12-06)**

This endorsement amends Section 7 of the conditions and stipulations of the Loan Policy to provide that the amount of insurance available to cover liability for loss or damage under the policy shall be the aggregate of the amount of insurance under the Ohio policy or policies and any other policy identified in the endorsement, subject to a maximum stated amount.

**ER-13 LEASEHOLD-OWNER'S (ALTA FORM 13-06)**

This endorsement modifies and supplements the conditions and stipulations of the Owner's Policy when the estate insured is a leasehold estate. No additional premiums or rates are applicable over and above the applicable premiums for the Owner's Policy.

**ER-13.1 LEASEHOLD-LENDER'S (ALTA FORM 13.1-06)**

This endorsement modifies and supplements the conditions and stipulations of the Loan Policy when the security covered by the insured mortgage is a leasehold estate. No additional premiums or rates are applicable over and above the applicable premiums for the Loan Policy.

**ER-14 FUTURE ADVANCE – PRIORITY (ALTA FORM 14-06)**

This endorsement provides coverage to a lender for loss the lender might sustain in the event a future advance does not have the same priority as the original mortgage as though the advance had been made at the time the mortgage was made. It also covers the lender's loss if each advance does not create a valid and enforceable lien on the title secured by the insured mortgage and the lender's loss sustained resulting from invalidity or unenforceability of the insured mortgage because of re-advance and repayments of the mortgage, lack of an outstanding indebtedness before any advance, and failure of the lender to comply with the requirements of state law to secure the advances. It also includes ALTA Form 6 endorsement coverage.

The rate for this endorsement is 25% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a fixed, non-revolving portion, the rate charged for this endorsement shall apply only to the revolving, future advance portion of the indebtedness. In the event that the proceeds of the mortgage insured by the policy to which this endorsement is attached are intended to finance the construction of improvements on the Land described in the policy, an additional rate of 10% of the Original Rate shall be added to the rate set forth above in this rule.

**ER-14.1 FUTURE ADVANCE – KNOWLEDGE (ALTA FORM 14.1-06)**

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This endorsement is very similar to the Form 14 endorsement but is available for loans under which the loan documents provide that the lender has the option of not making an advance for any reason. The coverage is identical to the Form 14 except that there is an additional exclusion from coverage for loss due to intervening liens of which the lender has actual knowledge at the time of making an advance.

The rate for this endorsement is 20% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a fixed, non-revolving portion, the rate charged for this endorsement shall apply only to the revolving, future advance portion of the indebtedness. In the event that the proceeds of the mortgage insured by the policy to which this endorsement is attached are intended to finance the construction of improvements on the Land described in the policy, an additional rate of 10% of the Original Rate shall be added to the rate set forth above in this rule.

### **ER-14.2 FUTURE ADVANCE-LETTER OF CREDIT (ALTA FORM 14.2-06)**

This endorsement is similar to the Form 14 endorsement but is appropriate to be used when the insured mortgage secures repayment of future advances made under a letter of credit, surety agreement (bond), or reimbursement agreement.

The rate for this endorsement is 20% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a fixed, non-revolving portion, the rate charged for this endorsement shall apply only to the revolving future advance portion of the indebtedness.

In the event that the proceeds of the mortgage insured by the policy to which this endorsement is attached are intended to finance the construction of improvements on the Land described in the policy, an additional rate of 10% of the Original Rate shall be added to the rate set forth above in this rule.

### **ER-14.3 FUTURE ADVANCE-REVERSE MORTGAGE (ALTA FORM 14.3-06)**

This endorsement is similar to the Form 14 endorsement but is available for loans under reverse mortgage agreements in which the mortgagors must be at least 62 years of age at the date of policy. The coverage is also similar to the Form 14.1 in that there is an additional exclusion from coverage for loss due to intervening liens of which the lender has actual knowledge at the time of making an advance.

The rate for this endorsement is 20% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a nonrevolving portion, the rate charged for this endorsement shall apply only to the revolving,

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future advance portion of the indebtedness, provided however, that in any event, the minimum rate for this endorsement is \$250.00.

**ER-15 NONIMPUTATION-FULL EQUITY TRANSFER (ALTA FORM 15-06)**

This endorsement may be issued in connection with a new Owner's Policy that insures title in the existing entity that owns the land but said owning entity is losing all of its partners, members, or shareholders (prior equity holders) and gaining new equity holders in a full equity transfer of the entity. This endorsement puts the incoming equity holders in a similar position to a bona fide purchaser without knowledge of any prior unknown acts of the entity or knowledge of its prior equity holders which may affect title by providing that such prior acts or knowledge will not be imputed to the insured entity.

The rate for this endorsement is 15% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$150.00.

**ER-15.1 NONIMPUTATION-ADDITIONAL INSURED (ALTA FORM 15.1-06)**

This endorsement may be issued to an existing Owner's Policy insuring title in both the owning entity and a new partner, member or shareholder (new equity holders) of the insured entity which new equity holder may be added as an insured under the existing Owner's Policy. Under this endorsement, existing knowledge, acts, or inaction of the entity and its other partners, members, or shareholders (existing equity holder(s)), up to the date of the policy, that may affect title and have not been disclosed to the new equity holder(s) will not be imputed to the new equity holder(s) as additional insureds.

The rate for this endorsement is 15% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$150.00

**ER-15.2 NONIMPUTATION-PARTIAL EQUITY TRANSFER (ALTA FORM 15.2-06)**

This endorsement may be issued with a new Owner's Policy in a transaction where an incoming partner, member, or shareholder (new equity holder) is purchasing an equity interest in the entity that holds title to the land and the new equity holder is requesting its own Owner's Policy which excludes liability for the undisclosed pre-existing knowledge, acts or inaction of the entity and its other partners, members, or shareholders.

The rate for this endorsement is 15% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$150.00.

**ER-16 MEZZANINE FINANCING (ALTA FORM 16-06)**

This endorsement may be issued to either an existing Owner's Policy or a new Owner's Policy showing title vested in an entity and naming that entity as insured in a transaction in which there is also a mezzanine loan being made to the partners, members, or shareholders (equity

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holders) of the owning entity secured by a pledge of the equity holder's interest in the entity. This endorsement assigns to the mezzanine lender the right to receive payments otherwise payable to the insured under the policy.

The rate for this endorsement is 10% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium.

**ER-17 ACCESS AND ENTRY-DIRECT (ALTA FORM 17-06)**

This endorsement to an Owners or Loan Policy provides coverage for loss or damage if the insured lacks both actual vehicular and pedestrian access to and from a specifically identified street or road, if the street is not physically open and publicly maintained or if the insured has no right to use the existing curb cuts or entries off of the street or road onto the land. The rate for this endorsement is \$150.00.

**ER-17.2 UTILITY ACCESS (ALTA FORM 17.2-06)**

This endorsement provides coverage to Owners or Lenders against loss or damage, as defined in the endorsement, arising from the invalidity or non access to utilities to and from the property. The rate for this endorsement is \$75.00.

**ER-17.1 ACCESS AND ENTRY-INDIRECT (ALTA FORM 17.1-06)**

This endorsement provides the same coverages to Owners or Lenders as ER-17 but is intended to be used when access is provided by virtue of a specifically identified appurtenant easement. The rate for this endorsement is \$250.00.

**ER-18 SINGLE TAX PARCEL (ALTA FORM 18-06)**

This endorsement can be issued with an Owners Policy or Loan Policy and insures that the land specifically identified in the policy is a single and separate tax parcel and not part of a larger parcel of land. The rate for this endorsement is \$50.00 for residential lands and \$100 for commercial lands.

**ER-18.1 MULTIPLE TAX PARCELS (ALTA FORM 18.1-06)**

This endorsement provides similar coverage to the Form 18 in connection with multiple tax parcels included within the legal description of the land. This endorsement protects the insured against loss if the land specifically identified is not assessed for real estate tax purposes under the tax identification numbers listed in the endorsement or if those tax numbers include any other land other than what is identified. The rate for this endorsement is \$50.00 for residential lands and \$100 for commercial lands.

**ER-19 CONTIGUITY-MULTIPLE PARCELS (ALTA FORM 19-06)**

This endorsement may be issued with an Owners Policy or Loan Policy and insures against loss or damage if the boundaries to multiple parcels described in the endorsement are not contiguous as described or if there are any strips, gaps or gores separating the contiguous

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boundaries described in the endorsement. The rate for this endorsement is \$50.00 for residential lands and \$100.00 for commercial lands.

**ER-19.1 CONTIGUITY-SINGLE PARCEL (ALTA FORM 19.1-06)**

This endorsement is similar to the ER-19 but it is issued when there is only a single parcel described in the policy, which parcel, however, is contiguous to some other land described in the endorsement but not insured in the policy. The rate for this endorsement is \$135.00.

**ER-20 FIRST LOSS (ALTA FORM 20-06)**

This endorsement may be issued in connection with a Loan Policy and provides that, in the event of a loss insured against under the policy, the insurer's liability shall be determined without requiring the maturity of the entire indebtedness and without requiring the insured to pursue its remedies against any additional property securing the indebtedness. The rate for this endorsement is \$150.00.

**ER-21 CREDITOR'S RIGHTS AFFIRMATIVE (ALTA FORM 21-06)**

This endorsement insures against loss or damage sustained by the insured by reason of the avoidance of the insured interest because of the occurrence, on or before date of policy, of a fraudulent transfer or preference under federal bankruptcy, state insolvency, or similar creditor's rights laws. The rate for this endorsement shall be ten percent (10%) of the Original Rate, subject to a minimum of \$250.00.

**ER-22 LOCATION ENDORSEMENT (ALTA FORM 22-06)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of an improvement identified with a street address to be located on the land described in the policy as of the date of the policy. The rate for this endorsement is \$150.00.

**ER-22.1 LOCATION AND MAP ENDORSEMENT (ALTA FORM 22.1-06)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of an improvement identified with a street address to be located on the land described in the policy as of the date of the policy, and as delineated on a survey, as attached to the endorsement. The rate for this endorsement is \$250.00.

**ER-23 COINSURANCE – SINGLE POLICY (ALTA FORM 23-06)**

This endorsement can be issued with an Owners Policy or Loan Policy and identifies the amount of coinsurance purchased and the company providing said coinsurance. The rate for this endorsement shall be calculated in any coinsurance fee added to the premium by coinsuring company(s).

**ER-26 SUBDIVISION (ALTA FORM 26-06)**

This endorsement insures against failure of the land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances.

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The rate for this endorsement is \$50.00.

**ER-28 EASEMENT – DAMAGE OR FORCED REMOVAL (ALTA FORM 28-06)**

This endorsement provides insurance to a lender against loss in the event that a specific easement holder shall (1) cause damage to a building located on the land at date of policy, or (2) compel the removal or alteration of an existing building located on the land at date of policy. This endorsement is usually requested by a lender when an encroachment over an easement is discovered. The Rate for this endorsement is \$75.00.

**ER-29 INTEREST RATE SWAP ENDORSEMENT – DIRECT OBLIGATION (ALTA FORM 29-06)**

This endorsement insures against (1) invalidity or unenforceability of the insured mortgage as security for the repayment of the Swap Obligation; (2) lack of priority of the lien of the insured mortgage as security for the repayment of the Swap Obligation. The rate for this endorsement is \$250.00.

**ER-29.1 INTEREST RATE SWAP ENDORSEMENT – ADDITIONAL INTEREST (ALTA FORM 29.1-06)**

This endorsement insures against (1) invalidity or unenforceability of the insured mortgage as security for the repayment of the Swap Obligation; (2) lack of priority of the lien of the insured mortgage as security for the repayment of the Swap Obligation. The rate for this endorsement is \$250.00.

**ER-100 USURY**

This endorsement may be issued in connection with a Loan Policy and provides the insured with protection against loss or damage by reason of a final judicial determination that the loan secured by the insured mortgage is usurious. The rate for this endorsement is \$250.

**ER-101 SAME AS SURVEY ENDORSEMENT (CLTA FORM 116.1)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of the land described in the policy to be the same as that delineated on the survey, as attached to the endorsement. The rate for this endorsement is \$75.00.

**ER-102 SAME AS SURVEY ENDORSEMENT (MODIFIED CLTA FORM 116.1)**

This endorsement is similar to the CLTA 116.1 endorsement but identifies the survey by reference instead of attaching it to the endorsement. The rate for this endorsement is \$75.00.

**ER-103 BALLOON ENDORSEMENT**

This endorsement may be issued in connection with a Loan Policy and insures against loss or damage resulting from the invalidity, unenforceability or loss of priority of a balloon mortgage, in accordance with the provisions of this endorsement. The rate for this endorsement

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is \$75.00.

**ER-104 OWNER'S POLICY DATEDOWN**

This endorsement extends the effective date of an Owner's Policy and insures the Insured as defined in the policy being endorsed, against matters arising between the date of policy and the date of endorsement, unless otherwise excepted from in the endorsement. The rate for this endorsement shall be twenty-five percent (25%) of the current applicable rate based on the existing policy amount.

If the policy amount is increased, the additional amount shall be the Original Rate under the applicable brackets for such additional amount.

The minimum rate for this endorsement is \$150.00.

**ER-105 DOING BUSINESS**

This endorsement may be issued in connection with a Loan Policy insuring a lender that is a foreign corporation doing business in the State of Kansas and provides affirmative insurance of the insured's right under Ohio law to enforce the lien of the insured mortgage against the mortgagor. The rate for this endorsement is \$250.

**ER-106 PARTNERSHIP/LLC-PERMITTED TRANSFER "FAIRWAY"**

This endorsement may be issued in connection with an Owner's Policy or Loan Policy insuring a general partnership, limited partnership or limited liability company, and provides, subject to conditions specified in the endorsement, that the insurer will not deny liability under the policy by virtue of the admission or withdrawal of a partner/member in the insured partnership/limited liability company, respectively. The rate for this endorsement is ten percent (10%) of the original rate, subject to a minimum of \$250 and is in addition to the policy premiums.

**ER- 107 LOAN MODIFICATION ENDORSEMENT**

This endorsement insures against loss in the event the subject mortgage modification results in a loss of the priority of the mortgage. A rate of \$125 shall be charged for this endorsement.

**ER- 109 MORTGAGE PRIORITY GUARANTEE**

The Mortgage Priority Guarantee provides assurance in respect to the loss of priority of a mortgage by reason of a modification. The rate for this guarantee shall be \$125.



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**SECTION 4: CHARGES FOR ESCROW / CLOSING AND OTHER SERVICES**

<p><u>Residential Real Estate Closing</u></p> <p>Includes preparation of contracts, escrow agreements, transfer of title documents (deeds, mortgage, notes, assignments, settlement statements, etc.) <u>with</u> assistance of attorney or real estate broker:</p>	<p>\$150.00</p>
<p><u>Residential Real Estate Closing</u></p> <p>Includes preparation of contracts, escrow agreements, transfer of title documents (deeds, mortgage, notes, assignments, settlement statements, etc.) <u>without</u> assistance of attorney or real estate broker:</p>	<p>\$350.00</p>

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<u>Contract for Deed Closing</u> Escrow of documents:	\$300
<u>Residential Loan Closing</u>  Includes preparation of all loan documents required by lender, including but not limited to mortgage, deed of trust, notes, riders, assignments, government regulation reports, disclosure statements, settlement statements, disbursements of funds:	\$250.00
<u>Refinance Closings</u>	\$250.00
<u>Equity Loan Closings</u>	\$100.00
<u>Second Mortgage</u>  Closing only - in conjunction with new loan or refinance closing:	\$100.00
<u>Second Mortgage</u>  Preparation of Documents plus closing - in conjunction with new loan or refinance closing:	\$100.00

**SECTION 5: SPECIMEN FORM – POLICIES**

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ALTA Commitment Form (modified)F (06/17/06)

ALTA Short Form Residential Loan Policy, Adopted 6/17/06

ALTA Short Form Limited Coverage Junior Loan Policy, Adopted 10/19/96

ALTA Homeowner's Policy of Title Insurance for One-to-Four Family Residence, (modified) Revised 01/01/08

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ALTA Expanded Coverage Residential Loan Policy (modified), Revised 01/01/08

ALTA Short Form Coverage Residential Loan Policy, Revised 01/01/08

Master Mortgagee Home Equity Policy (MMHEP), (02/2019)

**SECTION 6: SPECIMEN FORMS – ENDORSEMENTS**

ALTA Endorsement Form 1-06 Street Assessments (05/01/07)

ALTA Endorsement Form 2-06 Truth in Lending (05/01/07)

ALTA Endorsement Form 3-06 Zoning Unimproved Land (05/01/07)

ALTA Endorsement Form 3.1-06 Zoning - Completed Structure (05/01/07)

ALTA Endorsement Form 4-06 Condominium (05/01/07)

ALTA Endorsement Form 4.1-06 Condominium (05/01/07)

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ALTA Endorsement Form 5-06 Planned Unit Development (05/01/07)

ALTA Endorsement Form 5.1-06 Planned Unit Development (05/01/07)

ALTA Endorsement Form 6-06 Variable Rate Mortgage (05/01/07)

ALTA Endorsement Form 6.2-06 Variable Rate Mortgage - Negative Amortization  
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ALTA Endorsement Form 7-06 Manufactured Housing Unit (05/01/07)

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ALTA Endorsement Form 7.2-06 Manufactured Housing - Conversion: Owner's (05/01/07)

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ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals (05/01/07)

ALTA Endorsement Form 9.1-06 Restrictions, Encroachments, Minerals Owner's Policy:  
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ALTA Endorsement Form 9.2-06 Restrictions, Encroachments, and Minerals - Owner's  
Policy: Improved Land (05/01/07)

ALTA Endorsement Form 9.3-06 Restrictions, Encroachments, Minerals - Loan Policy  
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ALTA Endorsement Form 9.4-06 Restrictions, Encroachments, Minerals - Owner's Policy:  
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ALTA Endorsement Form 9.5-06 Restrictions, Encroachments, Minerals - Owner's Policy:  
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ALTA Endorsement Form 10-06 Assignment (05/01/07)

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ALTA Endorsement Form 11-06 Mortgage Modification (05/01/07)

ALTA Endorsement Form 12-06 Aggregation (05/01/07)

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ALTA Endorsement Form 13-06 Leasehold - Owners (05/01/07)

ALTA Endorsement Form 13.1-06 Leasehold - Loan (05/01/07)

ALTA Endorsement Form 14-06 Future Advance - Priority (06-17-06)

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ER-105 Doing Business

ER- 106 Partnership / LLC Permitted Transfer "Fairway"

ER- 107 Loan Modification Endorsement

ER-108 Mortgage Priority Guarantee

**SECTION 7: SUPPLEMENTAL CHARGES AND FORMS**

**SC-1 MINIMUM CHARGES**

The charges set forth herein are minimum charges. 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. Additional charges will be made when unusual conditions of title are encountered, or when special circumstances are involved. In the event such charges are made, agreement thereto will be obtained from each person or entity obligated to pay all or any part of such charges in writing in advance.

**SC-2 UNIQUE TITLE REQUIREMENTS**

Title insurance coverage may be required in some cases and under conditions for which no rating structure has been specially provided in this Schedule. In any such event, a charge shall be made which, in the opinion of the insurer, appears to be consistent with its general pricing procedures, as set forth herein.

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Requests for treatment under Sections SC-1 and SC-2 shall be submitted to the Kansas 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 said Commissioner of Insurance prior to quotation or being made effective.

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

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



EFFECTIVE FOR ORDERS RECEIVED  
ON OR AFTER July 20, 2022  
(Unless Otherwise Specified Herein)



**FILED**

03/29/2023

RATE AND FORM COMPLIANCE DIVISION



FIDELITY NATIONAL TITLE INSURANCE COMPANY

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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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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 OWNER’S RATES APPLY TO TRANSACTIONS WITH OR WITHOUT A PRIOR POLICY

Table with 2 columns: Amount of Insurance, Fee for Resale, Owners Policy. Rows range from 'Up to \$100,000' to '625,001 to 650,000' with corresponding fees.

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650,001 to 675,000 .....	1,168.00
675,001 to 700,000 .....	1,184.00
700,001 to 725,000 .....	1,199.00
725,001 to 750,000 .....	1,214.00
750,001 to 775,000 .....	1,230.00
775,001 to 800,000 .....	1,245.00
800,001 to 825,000 .....	1,261.00
825,001 to 850,000 .....	1,276.00
850,001 to 875,000 .....	1,292.00
875,001 to 900,000 .....	1,307.00
900,001 to 925,000 .....	1,323.00
925,001 to 950,000 .....	1,338.00
950,001 to 975,000 .....	1,354.00
975,001 to 1,000,000 .....	1,369.00
1,000,001 to 1,025,000.....	1,384.00
1,025,001 to 1,050,000.....	1,400.00
1,050,001 to 1,075,000.....	1,405.00
1,075,001 to 1,100,000.....	1,415.00
1,100,001 to 1,125,000.....	1,431.00
1,125,001 to 1,150,000.....	1,446.00
1,150,001 to 1,175,000.....	1,462.00
1,175,001 to 1,200,000.....	1,447.00
1,200,001 to 1,225,000.....	1,492.00
1,225,001 to 1,250,000.....	1,508.00
1,250,001 to 1,275,000.....	1,523.00
1,275,001 to 1,300,000.....	1,538.00
1,300,001 to 1,325,000.....	1,554.00
1,325,001 to 1,350,000.....	1,570.00
1,350,001 to 1,375,000.....	1,586.00
1,375,001 to 1,400,000.....	1,601.00
1,400,001 to 1,425,000.....	1,617.00
1,425,001 to 1,450,000.....	1,632.00
1,450,001 to 1,475,000.....	1,648.00
1,475,001 to 1,500,000.....	1,663.00
1,500,001 to 1,525,000.....	1,679.00
1,525,001 to 1,550,000.....	1,694.00
1,550,001 to 1,575,000.....	1,709.00
1,575,001 to 1,600,000.....	1,724.00
1,600,001 to 1,625,000.....	1,740.00
1,625,001 to 1,650,000.....	1,756.00
1,650,001 to 1,675,000.....	1,771.00
1,675,001 to 1,700,000.....	1,787.00
1,700,001 to 1,725,000.....	1,802.00
1,725,001 to 1,750,000.....	1,818.00
1,750,001 to 1,775,000.....	1,833.00
1,775,001 to 1,800,000.....	1,849.00
1,800,001 to 1,825,000.....	1,864.00
1,825,001 to 1,850,000.....	1,879.00
1,850,001 to 1,875,000.....	1,895.00
1,875,001 to 1,900,000.....	1,910.00
1,900,001 to 1,925,000.....	1,926.00
1,925,001 to 1,950,000.....	1,941.00
1,950,001 to 1,975,000.....	1,956.00
1,975,001 to 2,000,000.....	1,972.00

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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 \$2,000,000 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

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

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Amount of Insurance	Fee for Refinance Loan Policy
Up to \$ 100,000 .....	400.00
100,001 to 110,000 .....	412.00
110,001 to 120,000 .....	425.00
120,001 to 130,000 .....	439.00
130,001 to 140,000 .....	452.00
140,001 to 150,000 .....	465.00
150,001 to 160,000 .....	478.00
160,001 to 170,000 .....	490.00
170,001 to 180,000 .....	504.00
180,001 to 190,000 .....	517.00
190,001 to 200,000 .....	529.00
200,001 to 210,000 .....	543.00
210,001 to 220,000 .....	556.00
220,001 to 230,000 .....	569.00
230,001 to 240,000 .....	582.00
240,001 to 250,000 .....	614.00

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250,001 to 275,000 .....	647.00
275,001 to 300,000 .....	679.00
300,001 to 325,000 .....	712.00
325,001 to 350,000 .....	744.00
350,001 to 375,000 .....	777.00
375,001 to 400,000 .....	809.00
400,001 to 425,000 .....	842.00
425,001 to 450,000 .....	873.00
450,001 to 475,000 .....	906.00
475,001 to 500,000 .....	922.00
500,001 to 525,000 .....	938.00
525,001 to 550,000 .....	955.00
550,001 to 575,000 .....	971.00
575,001 to 600,000 .....	988.00
600,001 to 625,000 .....	1,003.00
625,001 to 650,000 .....	1,020.00
650,001 to 675,000 .....	1,036.00
675,001 to 700,000 .....	1,053.00
700,001 to 725,000 .....	1,068.00
725,001 to 750,000 .....	1,082.00
750,001 to 775,000 .....	1,098.00
775,001 to 800,000 .....	1,113.00
800,001 to 825,000 .....	1,144.00
825,001 to 850,000 .....	1,159.00
850,001 to 875,000 .....	1,175.00
875,001 to 900,000 .....	1,190.00
900,001 to 925,000 .....	1,205.00
925,001 to 950,000 .....	1,221.00
950,001 to 975,000 .....	1,236.00
975,001 to 1,000,000 .....	1,252.00
1,000,001 to 1,025,000 .....	1,267.00
1,025,001 to 1,050,000 .....	1,283.00
1,050,001 to 1,075,000 .....	1,290.00
1,075,001 to 1,100,000 .....	1,298.00
1,100,001 to 1,125,000 .....	1,314.00
1,125,001 to 1,150,000 .....	1,329.00
1,150,001 to 1,175,000 .....	1,345.00
1,175,001 to 1,200,000 .....	1,360.00
1,200,001 to 1,225,000 .....	1,376.00
1,225,001 to 1,250,000 .....	1,391.00
1,250,001 to 1,275,000 .....	1,407.00
1,275,001 to 1,300,000 .....	1,422.00
1,300,001 to 1,325,000 .....	1,438.00
1,325,001 to 1,350,000 .....	1,435.00
1,350,001 to 1,375,000 .....	1,469.00
1,375,001 to 1,400,000 .....	1,484.00
1,400,001 to 1,425,000 .....	1,499.00
1,425,001 to 1,450,000 .....	1,515.00
1,450,001 to 1,475,000 .....	1,531.00
1,475,001 to 1,500,000 .....	1,546.00
1,500,001 to 1,525,000 .....	1,562.00
1,525,001 to 1,550,000 .....	1,577.00
1,550,001 to 1,575,000 .....	1,592.00
1,575,001 to 1,600,000 .....	1,608.00
1,600,001 to 1,625,000 .....	1,623.00
1,625,001 to 1,650,000 .....	1,638.00
1,650,001 to 1,675,000 .....	1,653.00

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1,675,001 to 1,700,000.....	1,669.00
1,700,001 to 1,725,000.....	1,684.00
1,725,001 to 1,750,000.....	1,700.00
1,750,001 to 1,775,000.....	1,715.00
1,775,001 to 1,800,000.....	1,731.00
1,800,001 to 1,825,000.....	1,746.00
1,825,001 to 1,850,000.....	1,762.00
1,850,001 to 1,875,000.....	1,777.00
1,875,001 to 1,900,000.....	1,793.00
1,900,001 to 1,925,000.....	1,808.00
1,925,001 to 1,950,000.....	1,824.00
1,950,001 to 1,975,000.....	1,839.00
1,975,001 to 2,000,000.....	1,855.00

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 \$2,000,000 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.

<u>Amount of Insurance</u>	<u>Charge</u>
\$0 to 150,000.....	850.00
\$150,001 to 155,000.....	861.00
\$155,001 to 160,000.....	872.00
\$160,001 to 165,000.....	883.00
\$165,001 to 170,000.....	894.00
\$170,001 to 175,000.....	905.00
\$175,001 to 180,000.....	917.00
\$180,001 to 185,000.....	928.00
\$185,001 to 190,000.....	939.00
\$190,001 to 195,000.....	950.00
\$195,001 to 200,000.....	961.00
\$200,001 to 210,000.....	984.00
\$210,001 to 220,000.....	1,006.00
\$220,001 to 230,000.....	1,029.00
\$230,001 to 240,000.....	1,051.00
\$240,001 to 250,000.....	1,073.00
\$250,001 to 260,000.....	1,096.00
\$260,001 to 270,000.....	1,118.00
\$270,001 to 280,000.....	1,141.00



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\$280,001 to 290,000 .....	1,163.00
\$290,001 to 300,000 .....	1,185.00
\$300,001 to 325,000 .....	1,241.00
\$325,001 to 350,000 .....	1,297.00
\$350,001 to 375,000 .....	1,353.00
\$375,001 to 400,000 .....	1,409.00
\$400,001 to 425,000 .....	1,465.00
\$425,001 to 450,000 .....	1,521.00
\$450,001 to 475,000 .....	1,577.00
\$475,001 to 500,000 .....	1,661.00
\$500,001 to 525,000 .....	1,689.00
\$525,001 to 550,000 .....	1,717.00
\$550,001 to 575,000 .....	1,745.00
\$575,001 to 600,000 .....	1,773.00
\$600,001 to 625,000 .....	1,801.00
\$625,001 to 650,000 .....	1,829.00
\$650,001 to 675,000 .....	1,857.00
\$675,001 to 700,000 .....	1,885.00
\$700,001 to 725,000 .....	1,913.00
\$725,001 to 750,000 .....	1,941.00
\$750,001 to 775,000 .....	1,969.00
\$775,001 to 800,000 .....	1,997.00
\$800,001 to 825,000 .....	2,025.00
\$825,001 to 850,000 .....	2,053.00
\$850,001 to 875,000 .....	2,137.00
\$875,001 to 900,000 .....	2,165.00
\$900,001 to 925,000 .....	2,193.00
\$925,001 to 950,000 .....	2,221.00
\$950,001 to 975,000 .....	2,249.00
\$975,001 to \$1,000,000 .....	2,277.00
\$1,000,001 to 1,025,000 .....	2,305.00
\$1,025,001 to 1,050,000 .....	2,333.00
\$1,050,001 to 1,075,000 .....	2,345.00
\$1,075,001 to 1,100,000 .....	2,361.00
\$1,100,001 to 1,125,000 .....	2,389.00
\$1,125,001 to 1,150,000 .....	2,417.00
\$1,150,001 to 1,175,000 .....	2,445.00
\$1,175,001 to 1,200,000 .....	2,473.00
\$1,200,001 to 1,225,000 .....	2,501.00
\$1,225,001 to 1,250,000 .....	2,529.00
\$1,250,001 to 1,275,000 .....	2,557.00
\$1,275,001 to 1,300,000 .....	2,585.00
\$1,300,001 to 1,325,000 .....	2,613.00
\$1,325,001 to 1,350,000 .....	2,641.00
\$1,350,001 to 1,375,000 .....	2,669.00
\$1,375,001 to 1,400,000 .....	2,697.00
\$1,400,001 to 1,425,000 .....	2,725.00
\$1,425,001 to 1,450,000 .....	2,753.00
\$1,450,001 to 1,475,000 .....	2,781.00
\$1,475,001 to 1,500,000 .....	2,809.00
\$1,500,001 to 1,525,000 .....	2,837.00
\$1,525,001 to 1,550,000 .....	2,865.00
\$1,550,001 to 1,575,000 .....	2,893.00
\$1,575,001 to 1,600,000 .....	2,921.00

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\$1,600,001 to 1,625,000 .....	2,949.00
\$1,625,001 to 1,650,000 .....	2,977.00
\$1,650,001 to 1,675,000 .....	3,005.00
\$1,675,001 to 1,700,000 .....	3,033.00
\$1,700,001 to 1,725,000 .....	3,061.00
\$1,725,001 to 1,750,000 .....	3,089.00
\$1,750,001 to 1,775,000 .....	3,117.00
\$1,775,001 to 1,800,000 .....	3,145.00
\$1,800,001 to 1,825,000 .....	3,173.00
\$1,825,001 to 1,850,000 .....	3,201.00
\$1,850,001 to 1,875,000 .....	3,229.00
\$1,875,001 to 1,900,000 .....	3,257.00
\$1,900,001 to 1,925,000 .....	3,285.00
\$1,925,001 to 1,950,000 .....	3,313.00
\$1,950,001 to 1,975,000 .....	3,341.00
\$1,975,001 to 2,000,000 .....	3,341.00

For policies over \$2 million, charge \$3,341, plus \$0.90 per thousand up to \$5 million.  
 For policies over \$5 million, charge \$6,041 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 above rates are meant to serve as a guideline and starting point. They may be increased to reflect risk and work factors.

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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 \$300

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 \$300 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 \$325

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 \$325 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.

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- C. Nonresidential loan policies issued simultaneously with an owner's policy (provided the amount does not exceed the amount of the owner's policy):

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

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

- a) \$750 if the loan policy liability is under \$5 million, plus an excess liability charge (using the Non-Residential (Commercial) rate table in Section 2.03) for the difference between the owner's policy liability amount and the loan policy liability amount; or
- b) \$1,000 if the loan policy liability is \$5 million or over, plus an excess liability charge (using the Non-Residential (Commercial) rate table in Section 2.03) for the difference between the owner's liability amount and the loan liability amount.

2.05 Simultaneous-Issue Leasehold Policies

- A. For leasehold policies simultaneously issued with a policy insuring an interest in a different estate in the land, refer to above schedules and charge 30% of the indicated amount.
- B. If the amount of the leasehold policy exceeds the amount of the policy being issued simultaneously therewith, charge 30% of the amount to be charged for the other policy, plus the difference between the amount being charged for the other policy and the amount that would otherwise be charged for such a leasehold policy not being simultaneously issued.

2.06 Reserved for Future Use

2.07 Residential Junior Lien Policy/Limited Loan Coverage Policy Rate.

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

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<u>Amount of Insurance</u>	<u>Rate</u>
Less than \$15,001 .....	\$200
\$15,001 to \$20,000.....	215
20,001 to 30,000.....	230
30,001 to 40,000.....	245
40,001 to 50,000.....	265
50,001 to 60,000.....	285
60,001 to 70,000.....	305
70,001 to 80,000.....	325
80,001 to 90,000.....	345
90,001 to 100,000.....	365
Over 100,000, add.....	\$1.50 per thousand

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

Amount of Insurance	Fee
Up to \$100,000	\$536
\$100,001 to \$110,000	\$557
\$110,001 to \$120,000	\$590
\$120,001 to \$130,000	\$603
\$130,001 to \$140,000	\$617
\$140,001 to \$150,000	\$644
\$150,001 to \$160,000	\$657
\$160,001 to \$170,000	\$671
\$170,001 to \$180,000	\$684
\$180,001 to \$190,000	\$698
\$190,001 to \$200,000	\$711
\$200,001 to \$210,000	\$724
\$210,001 to \$220,000	\$738
\$220,001 to \$230,000	\$751
\$230,001 to \$240,000	\$784
\$240,001 to \$250,000	\$819
\$250,000 to \$275,000	\$852
\$275,001 to \$300,000	\$886
\$300,001 to \$325,000	\$919
\$325,001 to \$350,000	\$953
\$350,001 to \$375,000	\$970
\$375,001 to \$400,000	\$1,003
\$400,001 to \$425,000	\$1,036
\$425,001 to \$450,000	\$1,069
\$450,001 to \$475,000	\$1,102
\$475,001 to \$500,000	\$1,130

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Calculating premiums over the above rates:

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

2.09 ( SECTION HELD OPEN FOR FUTURE USE )

2.10 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.

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

**A. Amount of Insurance**

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

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

For the first \$250,000.00 of liability -	\$400.00
For each additional \$1,000.00 (or fraction thereof) above \$250,000.00 and up to \$1,000,000 -	\$ 0.80
For each additional \$1,000.00 (or fraction thereof) above \$1,000,000.00 -	\$ 0.60

**C. Date Down Endorsement**

ALTA Limited Pre-Foreclosure Date Down Endorsement** (See Section 5.13, Class L)	\$150.00
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\*\*(Endorsement to be issued only in connection with a previously issued ALTA Limited Pre-Foreclosure Policy to date down the policy prior to or during a foreclosure of the lender’s mortgage insured by the policy).

**SECTION 3 CHARGES INVOLVING DEVELOPMENT OR CONSTRUCTION**

3.01 Development Loans

The company will insure the lien of a development loan for site improvements, such as streets and sewers to lots in a platted subdivision, when the aggregate sales price of such lots is in excess of \$500,000.00, at a premium of \$1.00 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 \$375 to a builder/investor or a builder/developer and charged when the construction loan Mortgage/Modification is recorded.

3.03 Builder's/Investor's Rate

The Builder's/Investor's Rate is \$2.00 per thousand for the first \$250,000 of liability, and \$1.50 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.

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### 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 \$2.00 per thousand for the first \$200,000 of Liability, and \$1.00 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 \$250.



**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 \$150.00 for each additional tract for residential and \$250.00 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 \$300.00. Charge \$125.00 for each update report issued.
- B. A commitment charge of \$400.00 on a 1-4 family residential property, which includes the curative work.
- C. The fee for a Preliminary Title Report on commercial properties is \$750.00.
- D. If more than three hours of search and examination time is required, add \$200.00 to the charge for the Preliminary Title Report or Commitment.
- E. A commitment charge of \$250.00 is made on 1-to-4-family residential properties. If copies of deeds and/or exceptions are required, the fee is \$300.00.
- F. A commitment charge of \$750.00 is made on commercial properties.
- G. An examination fee of \$450.00 on commercial transactions which includes but is not limited to curative work.

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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 Company (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.

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**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 (excludes individuals), inclusive of courier/overnight delivery & services and wire fees & services..
	\$300	Customary Realtor Assisted Transactions, inclusive of courier/overnight delivery & services and wire fees & services.
	\$400	Short Sale transactions where seller has negotiated a short sale with their lender, inclusive of courier/overnight delivery & services and wire fees & services.
	\$350	Relocation Transactions where the commitment/policy will not be issued by our company, inclusive of courier/overnight delivery & services and wire fees & services.
	\$400	Relocation Transactions where the commitment/policy will be issued by our company, inclusive of courier/overnight delivery & services and wire fees & services.
	\$400	Foreclosing Lender is Seller, inclusive of courier/overnight delivery & services and wire fees & services.
	\$500	Non-Realtor Assisted (FSBO) Customary Transactions, inclusive of courier/overnight delivery & services and wire fees & services.
Buyer Fees	\$0	New Construction transaction where buyer is builder/developer (excludes individuals), inclusive of courier/overnight delivery & services and wire fees & services.
	\$400	Escrow Fee/Settlement Services when loan obtained with an institutional lender, inclusive of courier/overnight delivery & services and wire fees & services.
	\$250	Jr. Lien Closing Fee, if closed simultaneous with first mortgage, inclusive of courier/overnight delivery & services and wire fees & services.

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**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 (excludes individuals), inclusive of courier/overnight delivery & services and wire fees & services.
	\$300	Customary Realtor Assisted Transactions, inclusive of courier/overnight delivery & services and wire fees & services.
	\$400	Short Sale transactions where seller has negotiated a short sale with their lender, inclusive of courier/overnight delivery & services and wire fees & services.
	\$350	Relocation Transactions where the commitment/policy will not be issued by our company, inclusive of courier/overnight delivery & services and wire fees & services.
	\$400	Relocation Transactions where the commitment/policy will be issued by our company, inclusive of courier/overnight delivery & services and wire fees & services.
	\$400	Foreclosing Lender is Seller, inclusive of courier/overnight delivery & services and wire fees & services.
	\$500	Non-Realtor Assisted (FSBO) Customary Transactions, inclusive of courier/overnight delivery & services and wire fees & services.
Buyer Fee	\$300	Escrow/Settlement Services, cash transaction, inclusive of courier/overnight delivery & services and wire fees & services.
	\$400	Escrow/Settlement Services when new loan is with anyone other than an institutional lender, inclusive of courier/overnight delivery & services and wire fees & services.
	\$0	New construction where buyer is builder/developer (excludes individuals), inclusive of courier/overnight delivery & services and wire fees & services.

**REFINANCES**

Borrower	\$400	Escrow Fee/Settlement Services, inclusive of courier/overnight delivery & services and wire fees & services.
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**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.

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**OTHER**

Witness Signing	\$250	Accommodation Signing - Buyer/Borrower
Witness Signing	\$250	Accommodation Signing - Seller
Document Preparation	\$50	
Courier/Overnight Delivery & Services	\$28	Handling and delivery fee for overnight delivery when not subject to inclusive closing fee.
Wire Fees & Services	\$28	For outgoing wire of seller or Borrower funds when not subject to inclusive closing fee.

**TITLE SERVICE FEES**

Residential Relo Search Package	\$300	Property search without issuing a commitment for relocation transaction
Residential Relo Search Package	\$400	Property search when issuing a commitment for relocation transactions.
Document Copies	\$25	Up to five (5) pages – additional pages at \$2 each.

II. Commercial Properties:

A. Sale Transactions:

<b><u>Sale Amount:</u></b>	<b><u>Rate:</u></b>
\$2,000,000 or less	\$800.00
\$2,000,001 to \$5,000,000	\$1,250.00
\$5,000,001 to \$10,000,000	\$1,750.00
\$10,000,001 to \$25,000,000	\$2,500.00
\$25,000,001 and up	\$3,000.00

B. Refinance Transactions:

<b><u>Loan Amount:</u></b>	<b><u>Rate:</u></b>
\$2,000,000 or less	\$600.00
\$2,000,001 to \$5,000,000	\$800.00
\$5,000,001 to \$25,000,000	\$1,000.00
\$25,000,001 and up	\$2,000.00

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### 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.

### 4.08 National Commercial Escrow Services

No Office Of The Company OR Office of An Underwritten Title Company May Offer This Rate Unless Specifically Designated as National Commercial Services Division (NCS).

Notwithstanding the rates set forth in this manual, the charges for commercial settlement services performed by a National Commercial Services Division (NCS) shall be based on the responsibility assumed by the Company and must be agreed to by the customer in writing. The transactions to which this section applies may be single site, multi-site, multi-county and/or multi-state.

In writing includes customer approval of an invoice or settlement statement.

**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.

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

Liability in excess of the amount of the prior policy will be billed at the regular rate.

- B. If the examination of title reveals any of the following since the prior policy: a bankruptcy, foreclosure, multiple lawsuits or judgments, a gap in title, a passage of title into divided interests of less than 1/16, more than 25 additional easements, then no reissue credit is available.

5.02 No Longer Applicable – Open For Future Use

5.03 Commercial Substitution Rate

In cases involving commercial or industrial property where we have an existing loan policy not over three years old, and the same borrower asks us to issue a new loan policy on a substitute loan, we will charge 60% of the standard rate up to the principal amount of the original loan, plus standard rates for any increase in the loan amount over said amount.

5.04 No longer applicable - Open for future use



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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, or Form 6, Form 6.2 Variable Rate Mortgage.
2. ALTA Form 14-06 Series or Form 14, Future Advances.

RATE SCHEDULE:

\$200	\$20,000 or less
\$215	\$20,001 to \$30,000
\$240	\$30,001 to \$40,000
\$260	\$40,001 to \$50,000
\$280	\$50,001 to \$60,000
\$300	\$60,001 to \$70,000
\$325	\$70,001 to \$80,000
\$350	\$80,001 to \$90,000
\$375	\$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.

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### 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 SECTION HELD OPEN FOR FUTURE USE

### 5.09 SECTION HELD OPEN FOR FUTURE USE

### 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 \$500.00, on residential files and \$3,000 on commercial files, plus the regular rate on the excess of current fair market value over the original policy amount. The contract for deed policy must be surrendered for cancellation.

### 5.11 Nonstandard Endorsement Charge

A nonstandard endorsement charge is imposed when a proposed insured requests and the Company agrees to a modification of the language of a standard endorsement. The charge is \$150 per endorsement.

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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

Standard ALTA endorsements adopted 2021 will have the same rate-rules as their counterpart endorsements identified as ALTA -06 endorsements.

Endorsement Name	Residential Rate	Commercial Rate
ALTA Endorsement Form 1-06 Street Assessments (6-17-06)	No charge	\$200
ALTA Endorsement Form 3-06 Zoning – Unimproved Land (6-17-06)  or  ALTA Endorsement Form 3 Zoning	<p>Risk Level 1 – \$200</p> <p>Risk Level 2 – Additional 10% – \$250 minimum</p> <p>In zoning Risk Level 1, all of the following must be true:                      (a) No improvements within the last 12 months and none contemplated.                      (b) Zoning has been in effect at least one year.                      (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>	<p>Risk Level 1 – \$200</p> <p>Risk Level 2 – Additional 10% – \$250 minimum</p> <p>In zoning Risk Level 1, all of the following must be true:                      (a) No improvements within the last 12 months and none contemplated.                      (b) Zoning has been in effect at least one year.                      (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>

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Endorsement Name	Residential Rate	Commercial Rate
<p>ALTA Endorsement Form 3.1-06 Zoning – Completed Structure (10-22-09)</p> <p>or</p> <p>ALTA Endorsement Form 3.1 Zoning – Completed Structure</p>	<p>Risk Level 1 – \$500</p> <p>Risk Level 2 – Additional 20% – \$500 minimum</p> <p>In zoning Risk Level 1, all of the following must be true: (a) No improvements within the last 12 months and none contemplated. (b) Zoning has been in effect at least one year. (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>	<p>Risk Level 1 – \$500</p> <p>Risk Level 2 – Additional 20% – \$500 minimum</p> <p>In zoning Risk Level 1, all of the following must be true: (a) No improvements within the last 12 months and none contemplated. (b) Zoning has been in effect at least one year. (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>
<p>ALTA Endorsement Form 3.2-06 Zoning – Land Under Development (4-2-12)</p> <p>or</p> <p>ALTA Endorsement Form 3.2 Zoning – Land Under Development</p>	<p>Risk Level 1 – \$500</p> <p>Risk Level 2 – Additional 20% – \$500 minimum</p> <p>In zoning Risk Level 1, all of the following must be true: (a) No improvements within the last 12 months and none contemplated. (b) Zoning has been in effect at least one year. (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>	<p>Risk Level 1 – \$500</p> <p>Risk Level 2 – Additional 20% – \$500 minimum</p> <p>In zoning Risk Level 1, all of the following must be true: (a) No improvements within the last 12 months and none contemplated. (b) Zoning has been in effect at least one year. (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>
<p>ALTA Endorsement Form 3.3 Zoning – Completed Improvement – Non-Conforming Use (12-01-18)</p> <p>or</p> <p>ALTA Endorsement Form 3.3 Zoning – Completed Improvement – Non-Conforming Use</p>	<p>Risk Level 1 – \$500</p> <p>Risk Level 2 – Additional 20% – \$500 minimum</p> <p>In zoning Risk Level 1, all of the following must be true: (a) No improvements within the last 12 months and none contemplated. (b) Zoning has been in effect at least one year. (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>	<p>Risk Level 1 – \$500</p> <p>Risk Level 2 – Additional 20% – \$500 minimum</p> <p>In zoning Risk Level 1, all of the following must be true: (a) No improvements within the last 12 months and none contemplated. (b) Zoning has been in effect at least one year. (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
<p>ALTA Endorsement Form 3.4 Zoning – No Zoning Classification (12-01-18)</p> <p>or</p> <p>ALTA Endorsement Form 3.4 Zoning – No Zoning Classification</p>	<p>Risk Level 1 – \$500</p> <p>Risk Level 2 – Additional 20% – \$500 minimum</p> <p>In zoning Risk Level 1, all of the following must be true: (a) No improvements within the last 12 months and none contemplated. (b) Zoning has been in effect at least one year. (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>	<p>Risk Level 1 – \$500</p> <p>Risk Level 2 – Additional 20% – \$500 minimum</p> <p>In zoning Risk Level 1, all of the following must be true: (a) No improvements within the last 12 months and none contemplated. (b) Zoning has been in effect at least one year. (c) Use of property is not changing.</p> <p>If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2</p>
<p>ALTA Endorsement Form 4-06 Condominium – Assessments Priority (2-3-10)</p> <p>or</p> <p>ALTA Endorsement Form 4 Condominium – Assessments Priority</p>	<p>No charge</p>	<p>\$200</p>
<p>ALTA Endorsement Form 4.1-06 Condominium – Current Assessments (10-16-08)</p> <p>or</p> <p>ALTA Endorsement Form 4.1 Condominium – Current Assessments</p>	<p>No charge</p>	<p>\$200</p>
<p>ALTA Endorsement Form 5-06 Planned Unit Development – Assessments Priority (2-3-10)</p>	<p>No charge</p>	<p>\$200</p>
<p>ALTA Endorsement Form 5.1-06 Planned Unit Development – Current Assessments (10-16-08)</p>	<p>No charge</p>	<p>\$200</p>
<p>ALTA Endorsement Form 6-06 Variable Rate (10-16-08)</p> <p>or</p> <p>ALTA Endorsement Form 6 Variable Rate Mortgage</p>	<p>No charge</p>	<p>\$200</p>

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 6.2-06 Variable Rate – Negative Amortization (10-16-08)  or  ALTA Endorsement Form 6.2 Variable Rate Mortgage – Negative Amortization	No charge	\$200
ALTA Endorsement Form 7-06 Manufactured Housing Unit (6-17- 06)	\$100	\$200
ALTA Endorsement Form 7.1-06 Manufactured Housing – Conversion; Loan (6-17-06)  or  ALTA Endorsement Form 7.1 Manufactured Housing – Conversion – Loan Policy	\$100	\$200
ALTA Endorsement Form 7.2-06 Manufactured Housing – Conversion; Owners (6-17-06)  or  ALTA Endorsement Form 7.2 Manufactured Housing – Conversion – Owner’s Policy	\$100	\$200
ALTA Endorsement Form 8.1-06 Environmental Protection Lien (6- 17-06)  or  ALTA Endorsement Form 8.1 Environmental Protection Lien	No charge	\$200
ALTA Endorsement Form 8.2-06 Commercial Environmental Lien (10-16-08)	Not available	\$200
ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals – Loan Policy (4-2-12)	No charge	\$200
ALTA Endorsement Form 9.1-06 Covenants, Conditions and Restrictions – Unimproved Land – Owners Policy (4-2-12)	No charge	\$200

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 9.2-06 Covenants, Conditions and Restrictions – Improved Land – Owners Policy (4-2-12)	No charge	\$200
ALTA Endorsement Form 9.3-06 Covenants, Conditions and Restrictions – Loan Policy (4-2-12)	No charge	\$200
ALTA Endorsement Form 9.6-06 Private Rights – Loan Policy (4-2- 13)	\$200	\$250
ALTA Endorsement Form 9.6.1-06 Private Rights – Current Assessments – Loan Policy (4-2- 13)	\$150	\$200
ALTA Endorsement Form 9.7-06 Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy (4-2- 12)	No charge	\$200
ALTA Endorsement Form 9.8-06 Conditions, Covenants and Restrictions – Land Under Development – Owners Policy (4- 2-12)	No charge	\$200
ALTA Endorsement Form 9.9-06 Private Rights – Owner's Policy (4- 2-13)	\$150	\$200
ALTA Endorsement 9.10-06 Restrictions, Encroachments, Minerals – Current Violations – Loan Policy (4-2-13)	No charge	\$200
ALTA Endorsement Form 10-06 Assignment (2-3-10)  or  ALTA Endorsement Form 10 Assignment	\$75	\$200
ALTA Endorsement Form 10.1-06 Assignment and Date Down (2-3- 10)  or  ALTA Endorsement Form 10.1 Assignment and Date Down	\$200	Additional 25% – \$300 minimum  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.  ("See Section 5.14")

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Endorsement Name	Residential Rate	Commercial Rate
ALTA Endorsement Form 11-06 Mortgage Modification (6-17-06)  or  ALTA Endorsement Form 11 Mortgage Modification	\$200	Additional 25% – \$300 minimum  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.  (“See Section 5.14”)
ALTA Endorsement Form 11.1-06 Mortgage Modification with Subordination (10-22-09)  or  ALTA Endorsement Form 11.1 Mortgage Modification with Subordination	\$200	Additional 25% – \$300 minimum  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.  (“See Section 5.14”)
ALTA Endorsement Form 11.2-06 Mortgage Modification with Additional Amounts of Insurance (12-2-13)  or  ALTA Endorsement Form 11.2 Mortgage Modification with Additional Amount of Insurance	\$200  The charge for the endorsement is in addition to the appropriate additional premium for the increased amount of insurance.	Additional 25% – \$300 minimum  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.  The charge for the endorsement is in addition to the appropriate additional premium for the increased amount of insurance.  (Add “See Section 5.14”)
ALTA Endorsement Form 12-06 Aggregation – Loan (4-2-13)  or  ALTA Endorsement Form 12 Aggregation – Loan Policy	\$200	\$200



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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 12.1-06 Aggregation – State Limits – Loan (4-2-13)  or  ALTA Endorsement Form 12.1 Aggregation – State Limits – Loan Policy	\$200	\$200
ALTA Endorsement Form 13-06 Leasehold – Owner’s (4-2-13)	No Charge	No Charge
ALTA Endorsement Form 13.1-06 Leasehold – Loan (4-2-12)	No Charge	No Charge
ALTA Endorsement Form 14-06 Future Advance – Priority (2-3-11)  or  ALTA Endorsement Form 14 Future Advance – Priority	No charge	\$200
ALTA Endorsement Form 14.1-06 Future Advance – Knowledge (2- 3-11)  or  ALTA Endorsement Form 14.1 Future Advance – Knowledge	No charge	\$200
ALTA Endorsement Form 14.2-06 Future Advance – Letter of Credit (2-3-11)  or  ALTA Endorsement Form 14.2 Future Advance – Letter of Credit	No charge	\$200
ALTA Endorsement Form 14.3-06 Future Advance – Reverse Mortgage (2-3-11)  or  ALTA Endorsement Form 14.3 Future Advance – Reverse Mortgage	No charge	\$200

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 15-06 Non-Imputation – Full Equity Transfer (6-17-06)	Additional 20% – \$1000 minimum	Additional 20% – \$1000 minimum
ALTA Endorsement Form 15.1-06 Non-Imputation – Additional Insured (6-17-06)	Additional 20% – \$1000 minimum	Additional 20% – \$1000 minimum
ALTA Endorsement Form 15.2-06 Non-Imputation – Partial Equity Transfer (6-17-06)	Additional 20% – \$1000 minimum	Additional 20% – \$1000 minimum
ALTA Endorsement Form 16-06 Mezzanine Financing (6-17-06)	Additional 20% – \$1000 minimum	Additional 20% – \$1000 minimum
ALTA Endorsement Form 17-06 Access and Entry (6-17-06)	\$50	\$200
ALTA Endorsement Form 17.1-06 Indirect Access and Entry (6-17- 06)	\$50	\$200
ALTA Endorsement Form 17.2-06 Utility Access (10-16-08)	\$50	\$200
ALTA Endorsement Form 18-06 Single Tax Parcel (6-17-06)	\$50	\$200
ALTA Endorsement Form 18.1-06 Multiple Tax Parcel – Easements (6-17-06)	\$50	\$200
ALTA Endorsement Form 18.2-06 Multiple Tax Parcel (8-01-16)	\$50	\$200
ALTA Endorsement Form 18.3 Single Tax Parcel and ID (12-01- 18)	\$50	\$200
ALTA Endorsement Form 19-06 Contiguity – Multiple Parcels (6- 17-06)	\$50	\$200
ALTA Endorsement Form 19.1-06 Contiguity – Single Parcel (6-17- 06)	\$50	\$200
ALTA Endorsement Form 19.2-06 Contiguity – Specified Parcels (6- 17-06)	\$50	\$200
ALTA Endorsement Form 20-06 First Loss – Multiple Parcel Transactions (6-17-06)	\$50	\$200
ALTA Endorsement Form 22-06 Location (6-17-06)	No charge	\$200
ALTA Endorsement Form 22.1-06 Location and Map (6-17-06)	No charge	\$200
ALTA Endorsement Form 23.06 Co-Insurance – Single Policy (10- 16-08)	Price based on risk assumed	Price based on risk assumed

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 23.1-06 Co-Insurance – Multiple Policies (8-1-2017)	Price based on risk assumed	Price based on risk assumed
ALTA Endorsement Form 24-06 Doing Business (10-16-08)	\$50	\$200
ALTA Endorsement Form 25-06 Same as Survey (10-16-08)	\$50	\$200
ALTA Endorsement Form 25.1-06 Same as Portion of Survey (10-16-08)	\$50	\$200
ALTA Endorsement Form 26-06 Subdivision (10-16-08) (10-16-08)  or  ALTA Endorsement Form 26 Subdivision	\$50	\$200
ALTA Endorsement Form 27-06 Usury (10-16-08)  or  ALTA Endorsement Form 27 Usury	Not available	Not available
ALTA Endorsement Form 28-06 Easement – Damage or Enforced Removal (2-3-10)	\$200	\$200
ALTA Endorsement Form 28.1-06 Encroachments – Boundaries and Easements (4-2-12)  or  ALTA Endorsement Form 28.1 Encroachments – Boundaries and Easements	\$200	\$200
ALTA Endorsement Form 28.2-06 Encroachments – Boundaries and Easements – Described Improvements (4-2-13)	\$200	\$200
ALTA Endorsement Form 28.3-06 Encroachments – Boundaries and Easements – Land Under Development (4-2-15)	\$200	\$200
ALTA Endorsement Form 29-06 Interest Rate Swap – Direct Obligations (2-3-10)	Additional 25% – \$300 minimum	Additional 25% – \$300 minimum

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 29.1-06 Interest Rate Swap – Additional Interest (2-3-10)	Additional 25% – \$300 minimum	Additional 25% – \$300 minimum
ALTA Endorsement Form 29.2-06 Interest Rate Swap – Direct Obligations – Defined Amount (8- 1-11)	Additional 25% – \$300 minimum	Additional 25% – \$300 minimum
ALTA Endorsement Form 29.3-06 Interest Rate Swap – Additional Interest – Defined Amount (8-1-11)	Additional 25% – \$300 minimum	Additional 25% – \$300 minimum
ALTA Endorsement Form 30-06 One to Four Family Shared Appreciation Mortgage (7-26-10)  or  ALTA Endorsement Form 30 One-to-Four Family Shared Appreciation Mortgage	Additional 25% – \$300 minimum  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.  See Section 5.14	Additional 25% – \$300 minimum  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.  See Section 5.14
ALTA Endorsement Form 30.1-06 Commercial Participation Interest (8-1-12)  or  ALTA Endorsement Form 30.1 Commercial Participation Interest	Additional 25% – \$300 minimum  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.  See Section 5.14	Additional 25% – \$300 minimum  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.  See Section 5.14
ALTA Endorsement Form 31-06 Severable Improvements (2-3-11)	Additional 10% – \$300 minimum	Additional 10% – \$300 minimum
ALTA Endorsement Form 32-06 Construction Loan (2-3-11)  or  ALTA Endorsement Form 32 Construction Loan	\$500	\$500

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 32.1-06 Construction Loan – Direct Payment (4-2-13)  or  ALTA Endorsement Form 32.1 Construction Loan – Direct Payment	\$500	\$500
ALTA Endorsement Form 32.2-06 Construction Loan – Insured's Direct Payment (4-2-13)  or  ALTA Endorsement Form 32.2 Construction Loan – Insured's Direct Payment	\$500	\$500
ALTA Endorsement Form 33-06 Disbursement (2-3-11)	\$150	\$150
ALTA Endorsement Form 34-06 Identified Risk Coverage (8-1-11)	Price based on risk assumed	Price based on risk assumed
ALTA Endorsement Form 34.1 Identified Exception & Identified Risk Coverage	Price based on risk assumed	Price based on risk assumed
ALTA Endorsement Form 35-06 Minerals and Other Subsurface Substances – Buildings (4-2-12)	\$200	\$200
ALTA Endorsement Form 35.1-06 Minerals and Other Subsurface Substances – Improvements (4-2- 12)	\$200	\$200
ALTA Endorsement Form 35.2-06 Minerals and Other Subsurface Substances – Described Improvements (4-2-12)	\$200	\$200
ALTA Endorsement Form 35.3-06 Minerals and Other Subsurface Substances – Land Under Development (4-2-12)	\$200	\$200
ALTA Endorsement Form 36-06 Energy Project – Leasehold/Easement – Owners (4- 2-12)	Not available	\$200

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 36.1-06 Energy Project – Leasehold/Easement – Loan (4-2- 12)	Not available	\$200
ALTA Endorsement Form 36.2-06 Energy Project – Leasehold- Owner’s (4-2-12)	Not available	\$200
ALTA Endorsement Form 36.3-06 Energy Project – Leasehold - Loan (4-2-12)	Not available	\$200
ALTA Endorsement Form 36.4-06 Energy Project - Covenants, Conditions and Restrictions- Land Under Development - Owners (4- 2-12)	Not available	\$200
ALTA Endorsement Form 36.5-06 Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan (4-2-12)	Not available	\$200
ALTA Endorsement Form 36.6-06 Energy Project – Encroachments (4-2-12)	Not available	\$200
ALTA Endorsement Form 36.7-06 Energy Project – Fee – Owner (12-1-14)	Not available	\$200
ALTA Endorsement Form 36.8-06 Energy Project – Fee – Loan (12- 1-14)	Not available	\$200
ALTA Endorsement Form 37-06 Assignment of Rents or Leases (12-3-12)	\$50	\$200
ALTA Endorsement Form 38-06 Mortgage Tax (12-3-12)	\$200	\$200
ALTA Endorsement Form 39-06 Policy Authentication (4-2-13)	No Charge	No Charge
ALTA Endorsement Form 40-06 Tax Credit – Owner’s Policy (4-2- 14)	\$250	\$250
ALTA Endorsement Form 40.1-06 Tax Credit - Defined Amount – Owner’s Policy (4-2-14)	\$250  The charge for the endorsement is in addition to the appropriate additional premium for the increased amount of insurance.	\$250  The charge for the endorsement is in addition to the appropriate additional premium for the increased amount of insurance.
ALTA Endorsement Form 41-06 Water – Buildings (12-2-13)	\$200	\$200

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
ALTA Endorsement Form 41.1-06 Water – Improvements (12-2-13)	\$200	\$200
ALTA Endorsement Form 41.2-06 Water – Described Improvements (12-2-13)	\$200	\$200
ALTA Endorsement Form 41.3-06 Water – Land Under Development (12-2-13)	\$200	\$200
ALTA Endorsement Form 42-06 Commercial Lender Group (12-2- 13)	Not available	\$200
ALTA Endorsement Form 43-06 Anti-Taint (12-2-13)	Additional 10% – \$250 minimum	Additional 10% – \$250 minimum
ALTA Endorsement Form 44-06 Insured Mortgage Recording – Loan (12-2-13)	No Charge	No Charge
ALTA Endorsement Form 45-06 Pari Passu Mortgage (12-1-14)	\$300	\$300
ALTA Endorsement Form 46-06 Option (8-1-15)	Additional 10% – \$250 minimum	Additional 10% – \$250 minimum
ALTA Endorsement Form 47 Operative Law – 2006 Owner’s Policy	No Charge	No Charge
ALTA Endorsement Form 47.1 Operative Law – 2006 Loan Policy	No Charge	No Charge
ALTA Endorsement Form 47.2 Operative Law – 2013 Homeowner's Policy	No Charge	No Charge
ALTA Endorsement 47.3 Operative Law – 2015 Expanded Coverage Residential Loan Policy	No Charge	No Charge
Small Commercial Loan Policy Endorsement Pack (ALTA 9-06, ALTA 17-06, ALTA 18-06/18.1-06, ALTA 19-06/19.1-06, ALTA 22-06, ALTA 25-06	Not available	\$550
ALTA JR Loan Endorsement 1	\$25	Not available
ALTA JR Loan Endorsement 2	\$25	Not available
ALTA Limited Pre-Foreclosure Date Down Endorsement	\$50	\$200
	(Add “See Section 2.12(C)”)	(Add “See Section 2.12(C)”)

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**OTHER ENDORSEMENTS:**

<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
Anti-Clogging	\$250	\$250
Assumption	\$100	\$250
Bi-Weekly	No charge	Not available
Blank Endorsement	Price based on risk assumed	Price based on risk assumed
Bondholder (Mod 119.4)	\$200	\$200
Bonds – Loss Payee	\$200	\$200
Bonds – Non-Merger of Sub-Leasehold	\$200	\$200
Change of Name of Insured	\$100	\$250
Date-Down Endorsement 1 (No Construction)	Additional 25% – \$300 minimum  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.  See Section 5.14	Additional 25% – \$300 minimum  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.  See Section 5.14
Effect of Tax Sale on Easement	\$200	\$200
Encroachment Endorsement 1	\$200	\$200
Encroachment Endorsement 2	\$200	\$200
Facilities Endorsement	No charge	No charge
Fairway (Change in Composition of Insured Entity)	Additional 10% – \$250 minimum	Additional 10% – \$250 minimum
FNMA Balloon Mortgage Endorsement	No charge	No charge
Form 6.2-06 (Variable Rate Mortgage – Negative Amortization with Convertible Modification)	No charge	\$200
Foundation – Survey Endorsement	\$50	\$200
Inflation Protection	\$200	\$200
Installment Contract Purchaser	\$75	\$200
Lack of Signatures (Loan Policy)	No charge	No charge
Lack of Signatures (Owner's Policy)	No charge	No charge
Large Mutual Note	No charge	\$200
Merger – Mortgage and Fee	\$50	\$200
Option	Additional 10% – \$250 minimum	Additional 10% – \$250 minimum
Option (Loan Policy)	Additional 10% – \$250 minimum	Additional 10% – \$250 minimum
Option to Repurchase or Lease (Owner's Policy)	Additional 10% – \$250 minimum	Additional 10% – \$250 minimum



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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
Policy Modification 15 (Increase of Insurance)	Additional 25% – \$250 minimum  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.  See Section 5.14	Additional 25% – \$250 minimum  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.  See Section 5.14
Post-Policy Transaction Modification	Additional 25% – \$250 minimum  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.  See Section 5.14	Additional 25% – \$250 minimum  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.  See Section 5.14
Post-Policy Transaction Modification (Construction Date Down)	\$250	\$250
Post-Policy Transaction Modification (Date Down)	\$200	\$200
Post-Policy Transaction Modification (No Date Down)	\$200	\$200
Restrictions 4A (Violation of Building Line)	No charge	\$200
Shopping Center	\$200	\$200
Successor Endorsement	\$200	\$200
Synthetic Lease (Lease vs. Mortgage)	\$200	\$200
Tax Benefit Endorsement	\$250	\$250
USA Form Policy – Date Down	\$200	\$200
Waiver of Arbitration	No charge	No charge
All endorsement forms filed with the Kansas Insurance Commissioner not otherwise listed in the rate filing	\$200	\$200
1001-KS (Mechanic's Lien – Statutory Bond)	\$0.10 per \$1000	\$0.10 per \$1000
SE 198 – Wind Farm – Electrical Generation and Transmission Facilities Endorsement (11-1-14)	Not available	\$200
SE 199 (Wind Farm Zoning Endorsement) (ALTA 3.1 Mod)	Not available	Additional 10% – \$250 minimum

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<b>Endorsement Name</b>	<b>Residential Rate</b>	<b>Commercial Rate</b>
SE 200 Wind Farm Leasehold and Easement Endorsement (ALTA 13.0-06 Mod) (11-1-14)	Not available	No Charge
SE 201 – Wind Farm – Single Integrated Project Access and Entry (11-1-14)	Not available	\$200
SE 248 Wind Farm Contiguity Endorsement (8-31-11)	Not available	\$200

**CLTA ENDORSEMENTS:**

CLTA Endorsement Form 107.9 Additional Insured	\$50	\$200
CLTA Endorsement Form 111 Mortgage priority, Partial Reconveyance	\$50	\$200

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5.14 SECTION HELD OPEN FOR FUTURE USE

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:

<b>Amount of Insurance</b>	<b>Centralized Refinance Rate I</b>
\$1 - \$250,000	\$360
\$250,001 - \$500,000	\$540
\$500,001 - \$750,000	\$660
\$750,001 - \$1,000,000	\$800
\$1,000,001 - \$1,250,000	\$925
\$1,250,001 - \$1,500,000	\$1,000
\$1,500,001 - \$2,000,000	\$1,075
\$2,000,001 - \$3,000,000	\$1,300

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

1. The loan is not in excess of \$3,000,000.00;
2. The loan is secured by a mortgage or deed of trust encumbering real property improved with a one-to-four family residential dwelling unit or residential condominium unit;
3. The loan proceeds must be used to refinance an existing loan secured by the same property;
4. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment; and;
5. The new policy coverage is ALTA in form (including an ALTA Loan Policy or ALTA Short Form Residential Loan Policy) with streamlined searching providing for generic exceptions for CC&Rs, easements, minerals, mineral rights or survey matters.

**Note 1:** Not applicable to construction loans or loan policies issued concurrently with owner's policies.

**Note 2:** Where the applicable rate(s) and form(s) is filed, or otherwise authorized to be issued, coverages provided under the following endorsements will be included at no additional charge upon request of the lender at the time of policy issuance: ALTA 4-06, ALTA 4, ALTA 5-06, ALTA 6-06, ALTA 6, ALTA 6.2-06, ALTA 6.2. and ALTA 9-06, ALTA 22-06 and ALTA 28-06. All other endorsements shall be charged in accordance with this manual.

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**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:

<b>Amount of Insurance</b>	<b>Centralized Refinance Rate II</b>
\$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.

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**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.

<u>Policy Amount</u>	<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.....	\$1,160

5.17 Mortgage Modification Guarantee

Assures that the validity, priority and enforceability of a recorded mortgage has not been diminished or lost by reason of a modification or amendment.

\$125.00 Flat Fee. Amount of Liability is the unpaid principal balance of the loan not to exceed \$250,000 liability.

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**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 - One to Four Family Residential Property  
- 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.

**SECTION 8 KANSAS RATE REGULATION**

Kansas law requires that each agent and insurer file all charges and rates made in connection with the issuance of a title insurance policy.

Once filed, these are the rates that must be charged. No deviations can be permitted unless a special rate is filed in accordance with the "Unique and Unusual Rule". This rule has been filed with our rates and is to be followed wherever a rate is to be quoted that varies from those filed with the Kansas Department of Insurance.

8.01 The "U and U" Rule:

TITLE INSURANCE

SPECIAL RULE FOR RATING UNIQUE OR UNUSUAL CONDITIONS

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

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



**SECTION 9 APPLICABILITY OF RATES**

The rates and charges set forth in this manual apply to each and every county in the State of Kansas when the policy is written directly through a Company owned office.



**FILED**

03/29/2023

RATE AND FORM COMPLIANCE DIVISION



*First American  
Title Insurance Company*

## Kansas Schedule of Title Insurance Rates

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December 15, 2020

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## KANSAS

### Schedule of Title Insurance Rates

Effective December 15, 2020

#### GENERAL INFORMATION

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

This Schedule supersedes all previous rate schedules and filings.

#### SECTION A DEFINITIONS

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

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

## **SECTION B GENERAL PROVISIONS**

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

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

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

### **B.2 SPECIAL RULE FOR RATING UNIQUE OR UNUSUAL CONDITIONS**

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

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

## **SECTION C ENTIRE STATE**

### **C.1 CENTRALIZED LOAN RATE**

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

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

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

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 liability above \$2,000,000, add \$4.

#### C.2 equiSMART MASTER LOAN PROGRAM

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

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

#### C.3 COMMERCIAL TRANSACTIONS

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

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

**SECTION D  
JOHNSON COUNTY, LEAVENWORTH COUNTY, WYANDOTTE COUNTY, DOUGLAS COUNTY, AND  
MIAMI COUNTY**

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

**D.1 OWNER'S INSURANCE**

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

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

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

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

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

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

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

For Commercial properties:

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

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

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



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

Not available for Residential properties.

(d) Builder/Developer Rate - Residential Only

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

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

D.2 LENDER'S INSURANCE

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

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

(b) Concurrent (Simultaneous-Issue) Loan Policy

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

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

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

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

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

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

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

(d) Construction Loan - Residential Only

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

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

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

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

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

The Rates above are not available for Commercial properties.

(e) ALTA Residential Limited Coverage Mortgage Modification Policy

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

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

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

(f) ALTA Residential Limited Coverage Junior Loan Policy

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

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

(g) Home Equity And Second Mortgage - Residential Only

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

D.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charge

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

<b>Residential</b>	<b>Commercial</b>
\$200	\$200

(b) Multiple Tract Charge

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

<b>Residential</b>	<b>Commercial</b>
\$250 per additional tract	\$250 per additional tract

(c) Commitment Production Charge

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

<b>Residential</b>	<b>Commercial</b>
\$250	N/A

(d) Update Charge

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

<b>Residential</b>	<b>Commercial</b>
\$100	N/A

(e) Cancellation Charge

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

(f) Pro Forma Preparation Charge

<b>Residential</b>	<b>Commercial</b>
\$50	N/A

D.4 GUARANTEES

(a) CLTA Guarantee

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

<b>Residential</b>	<b>Commercial</b>
\$250	\$250

(b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

<b>Residential</b>	<b>Commercial</b>
\$175	\$175

D.5 ESCROW

(a) Residential - Basic Escrow Fees

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

1. Sale With New Loan

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
\$225	\$355	\$580

2. Cash Sale

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
\$225	\$225	\$450

3. Loan Only

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	\$355	\$355

4. New Construction

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

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
New Home Sale: Builder to consumer - cash closing	\$0	\$225	\$225

5. REO Fee

This section applies to sale of REOs.

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

6. Short Sale

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

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

7. Exchange Closing or Funding

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

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Exchange Closing of Funding	\$225	\$355	\$580

8. Assumption

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Assumption	\$225	\$355	\$580

9. Owner Finance

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

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Owner Finance	\$300	\$300	\$600

10. Contract For Deed/Installment Sales Contracts

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

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Contract For Deed/ Installment Sales Contracts	\$350	\$350	\$700

(b) Residential - Surcharges

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

1. Second MTG/DOT/HELOC

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

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

2. For Sale By Owner Facilitation Fee

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

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

3. After-Hours Closing

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

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

4. Mobile Closing Fee

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



5. Grant Funds Processing Fee

The fees below are subject to program restrictions.

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

6. Mobile Home or Manufactured Housing

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

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

7. Builder/Developer Surcharges

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

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

8. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

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

9. Mail Out Fee

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

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

(c) Residential - Miscellaneous Services

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

1. Accommodation/Witness Closing

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

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

2. Prepare Settlement Statement (CD) with Disbursement

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

3. Prepare Settlement Statement (CD) without Disbursement

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

4. Escrow For Lender Requirements

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Escrow For Lender Requirements	\$0	\$50	\$50

5. Escrow For Completion

This section applies to new construction.

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Escrow For Completion	\$0	\$0	\$0

6. Indemnity Deposit - Required for Title Issues

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

7. Document Preparation Fees (KS Only)

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

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

8. Closing Protection Letter - MO

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

9. Closing Protection Letter - KS

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

10. Interest Bearing Account Set-Up Fee

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

11. Language Translator Service

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

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

12. Document Redraw Fee

Additional Fee made in conjunction with any lender redraw fee.

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

13. Miscellaneous Bill Payment

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

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

14. Construction Disbursing

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

(d) Commercial - Basic Escrow Fees

1. Sale

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

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

<b>Amount</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Up to and including \$1,000,000	\$400	\$400	\$800

2. Refinance

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

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

(e) Commercial - Miscellaneous Services

1. Construction Disbursing

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

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

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

## D.6 RATES

### (a) Basic Residential Rate

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

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

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

(b) Basic Commercial Rate

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

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

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

**E.1 OWNER'S INSURANCE**

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

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

(b) Short Term (Reissue) Rate

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

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

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

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

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

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

For Commercial properties:

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

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

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

Not available for Residential properties.

**E.2 LENDER'S INSURANCE**

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

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

(b) Concurrent (Simultaneous-Issue) Loan Policy

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



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

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

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

**Residential and Commercial**

1. \$125
2. \$225
3. \$125 plus the Rate shown in Section E.6 (column 4) at the tier level for the amount of insurance in excess of the Owner's Policy
4. \$225 plus the Rate shown in Section E.6 (column 4) at the tier level for the amount of insurance in excess of the Owner's Policy
5. \$125 per additional Loan Policy
6. \$225 per additional Loan Policy
7. \$125 per additional Loan Policy plus the Rate shown in Section E.6 (column 4) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
8. \$225 per additional Loan Policy plus the Rate shown in Section E.6 (column 4) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy

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

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

(d) Short Term (Reissue) Rate

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

(e) ALTA Residential Limited Coverage Mortgage Modification Policy

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

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

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

(f) ALTA Residential Limited Coverage Junior Loan Policy

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

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

(g) Home Equity And Second Mortgage - Residential Only

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

E.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charges

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

<b>Residential</b>	<b>Commercial</b>
\$50	\$50

(b) Multiple Tract Charge

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

<b>Residential</b>	<b>Commercial</b>
\$150 per additional tract	\$150 per additional tract

(c) Commitment Production Charge

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

<b>Residential</b>	<b>Commercial</b>
\$210	\$350

(d) Update Charge

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

<b>Residential</b>	<b>Commercial</b>
\$50	\$50

(e) Cancellation Charge

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

E.4 GUARANTEES

(a) CLTA Guarantee

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

<b>Residential</b>	<b>Commercial</b>
\$210	\$350

(b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

<b>Residential</b>	<b>Commercial</b>
\$150	\$290

E.5 ESCROW

(a) Residential - Basic Escrow Fees

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

1. Sale With New Loan

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$315

2. Cash Sale

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$225

3. Loan Only

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$250

4. Contract For Deed/Installment Sales Contracts

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

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Contract For Deed/ Installment Sales Contracts	N/A	N/A	\$225

(b) Commercial - Basic Escrow Fees

1. Sale

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

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

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

2. Refinance

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

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

(c) Residential And Commercial - Surcharges

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

1. Second MTG/DOT/HELOC

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

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

2. For Sale By Owner Facilitation Fee

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

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

3. Short Sale

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

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

4. After-Hours Closing

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

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

5. Direct Exchange Closing

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

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

6. Mobile Home or Manufactured Housing

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

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

7. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

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

8. Mail Out Fee

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

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

(d) Residential And Commercial - Miscellaneous Services

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

1. Accommodation/Witness Closing

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

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

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

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

3. Escrow For Lender Requirements

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

4. Indemnity Deposit - Required for Title Issues

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

5. Document Preparation Fees

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

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

6. Closing Protection Letter - KS

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

7. Interest Bearing Account Set-Up Fee

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

8. Language Translator Service

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

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

9. Miscellaneous Bill Payment

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

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

10. Construction Disbursing

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

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

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



E.6 RATES

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

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

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

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

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

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

**F.1 OWNER'S INSURANCE**

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

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

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

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

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

set forth in Section F.6, subject to a minimum Charge of \$250. On the leasehold Owner's Policy, liability in excess of the amount of the fee Owner's Policy will be billed at the Rate in Section F.6 at the tier level of the excess liability.

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

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

For Commercial properties:

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

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

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

Not available for Residential properties.

F.2 LENDER'S INSURANCE

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

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

(b) Concurrent (Simultaneous-Issue) Loan Policy

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

1. This Charge applies if the Loan Policy is for an amount not exceeding the amount of the Owner's Policy, and all of the property described as land in the Loan Policy is described as land in the Owner's Policy.

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

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

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

<b>Residential</b>	
1.	\$125
2.	\$225
3.	\$125 plus the Rate shown in Section F.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
4.	\$225 plus the Rate shown in Section F.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
5.	\$125 per additional Loan Policy
6.	\$225 per additional Loan Policy
7.	\$125 per additional Loan Policy plus the Rate shown in Section F.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
8.	\$225 per additional Loan Policy plus the Rate shown in Section F.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy

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

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

(d) ALTA Residential Limited Coverage Mortgage Modification Policy

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

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

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

(e) ALTA Residential Limited Coverage Junior Loan Policy

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

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

(f) Home Equity And Second Mortgage - Residential Only

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

F.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charge

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

Residential	Commercial
\$50	\$50

(b) Multiple Tract Charge

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

<b>Residential</b>	<b>Commercial</b>
\$100 per additional tract	\$100 per additional tract

(c) Commitment Production Charge

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

<b>Residential</b>	<b>Commercial</b>
\$250	\$300

(d) Update Charge

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

<b>Residential</b>	<b>Commercial</b>
\$50	\$50

(e) Cancellation Charge

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

F.4 GUARANTEES

(a) CLTA Guarantee

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

<b>Residential</b>	<b>Commercial</b>
\$250	\$300

(b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

<b>Residential</b>	<b>Commercial</b>
\$100	\$200



F.5 ESCROW

(a) Residential - Basic Escrow Fees

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

1. Sale With New Loan

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

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

2. Cash Sale

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

3. Loan Only

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

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

4. Owner Finance

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

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

(b) Residential - Surcharges

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

1. Second MTG/DOT/HELOC

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

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

2. For Sale By Owner Facilitation Fee

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

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

3. Short Sale

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

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

4. Direct Exchange Closing

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

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

5. Mobile Home or Manufactured Housing

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

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

6. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

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

7. Mail Out Fee

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

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

(c) Residential - Miscellaneous Services

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

1. Accommodation/Witness Closing

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

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

2. Escrow For Lender Requirements

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

3. Indemnity Deposit - Required for Title Issues

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

4. Document Preparation Fees

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

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

5. Closing Protection Letter - KS

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

6. Miscellaneous Bill Payment

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

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

(d) Commercial - Basic Escrow Fees

1. Sale

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

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

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

2. Refinance

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

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

(e) Commercial - Miscellaneous Services

1. Construction Disbursing

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

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

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

F.6 RATES

		<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Minimum Amount</b>	<b>Maximum Amount</b>	<b>NON-EAGLE® OWNER'S POLICY Rates</b>	<b>EAGLE® OWNER'S POLICY Rates</b>	<b>LOAN POLICY Rates</b>
\$0.00	\$20,000.00	\$240.00	\$265.00	\$220.00
\$20,000.01	\$25,000.00	\$257.50	\$284.25	\$232.50
\$25,000.01	\$30,000.00	\$275.00	\$303.50	\$245.00
\$30,000.01	\$35,000.00	\$292.50	\$322.75	\$257.50
\$35,000.01	\$40,000.00	\$310.00	\$342.00	\$270.00
\$40,000.01	\$45,000.00	\$325.00	\$358.50	\$280.00
\$45,000.01	\$50,000.00	\$340.00	\$375.00	\$290.00
\$50,000.01	\$55,000.00	\$355.00	\$391.50	\$300.00
\$55,000.01	\$60,000.00	\$370.00	\$408.00	\$310.00
\$60,000.01	\$65,000.00	\$385.00	\$424.50	\$320.00
\$65,000.01	\$70,000.00	\$400.00	\$441.00	\$330.00
\$70,000.01	\$75,000.00	\$415.00	\$457.50	\$340.00
\$75,000.01	\$80,000.00	\$430.00	\$474.00	\$350.00
\$80,000.01	\$85,000.00	\$445.00	\$490.50	\$360.00
\$85,000.01	\$90,000.00	\$460.00	\$507.00	\$370.00
\$90,000.01	\$95,000.00	\$472.50	\$520.75	\$380.00
\$95,000.01	\$100,000.00	\$485.00	\$534.50	\$390.00
\$100,000.01	\$105,000.00	\$497.50	\$548.25	\$400.00
\$105,000.01	\$110,000.00	\$510.00	\$562.00	\$410.00
\$110,000.01	\$115,000.00	\$522.50	\$575.75	\$420.00
\$115,000.01	\$120,000.00	\$535.00	\$589.50	\$430.00
\$120,000.01	\$125,000.00	\$545.00	\$600.75	\$440.00
\$125,000.01	\$130,000.00	\$555.00	\$612.00	\$450.00
\$130,000.01	\$135,000.00	\$565.00	\$623.25	\$460.00
\$135,000.01	\$140,000.00	\$575.00	\$634.50	\$470.00
\$140,000.01	\$145,000.00	\$585.00	\$645.75	\$480.00
\$145,000.01	\$150,000.00	\$595.00	\$657.00	\$490.00
\$150,000.01	\$155,000.00	\$605.00	\$668.25	\$500.00
\$155,000.01	\$160,000.00	\$615.00	\$679.50	\$510.00
\$160,000.01	\$165,000.00	\$625.00	\$690.75	\$520.00
\$165,000.01	\$170,000.00	\$635.00	\$702.00	\$530.00
\$170,000.01	\$175,000.00	\$645.00	\$713.25	\$540.00
\$175,000.01	\$180,000.00	\$655.00	\$724.50	\$550.00
\$180,000.01	\$185,000.00	\$665.00	\$735.75	\$557.50
\$185,000.01	\$190,000.00	\$675.00	\$747.00	\$565.00
\$190,000.01	\$195,000.00	\$685.00	\$758.25	\$572.50
\$195,000.01	\$200,000.00	\$695.00	\$769.50	\$580.00

		<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Minimum Amount</b>	<b>Maximum Amount</b>	<b>NON-EAGLE® OWNER'S POLICY Rates</b>	<b>EAGLE® OWNER'S POLICY Rates</b>	<b>LOAN POLICY Rates</b>
\$200,000.01	\$205,000.00	\$705.00	\$780.75	\$587.50
\$205,000.01	\$210,000.00	\$715.00	\$792.00	\$595.00
\$210,000.01	\$215,000.00	\$725.00	\$803.25	\$602.50
\$215,000.01	\$220,000.00	\$735.00	\$814.50	\$610.00
\$220,000.01	\$225,000.00	\$745.00	\$825.75	\$617.50
\$225,000.01	\$230,000.00	\$755.00	\$837.00	\$625.00
\$230,000.01	\$235,000.00	\$765.00	\$848.25	\$632.50
\$235,000.01	\$240,000.00	\$775.00	\$859.50	\$640.00
\$240,000.01	\$245,000.00	\$785.00	\$870.75	\$647.50
\$245,000.01	\$250,000.00	\$795.00	\$882.00	\$655.00
\$250,000.01	\$260,000.00	\$815.00	\$904.50	\$670.00
\$260,000.01	\$270,000.00	\$835.00	\$927.00	\$685.00
\$270,000.01	\$280,000.00	\$855.00	\$949.50	\$700.00
\$280,000.01	\$290,000.00	\$875.00	\$972.00	\$715.00
\$290,000.01	\$300,000.00	\$895.00	\$994.50	\$730.00
\$300,000.01	\$310,000.00	\$915.00	\$1,017.00	\$745.00
\$310,000.01	\$320,000.00	\$935.00	\$1,039.50	\$760.00
\$320,000.01	\$330,000.00	\$955.00	\$1,062.00	\$775.00
\$330,000.01	\$340,000.00	\$975.00	\$1,084.50	\$790.00
\$340,000.01	\$350,000.00	\$995.00	\$1,107.00	\$805.00
\$350,000.01	\$360,000.00	\$1,015.00	\$1,129.50	\$820.00
\$360,000.01	\$370,000.00	\$1,035.00	\$1,152.00	\$835.00
\$370,000.01	\$380,000.00	\$1,055.00	\$1,174.50	\$850.00
\$380,000.01	\$390,000.00	\$1,075.00	\$1,197.00	\$865.00
\$390,000.01	\$400,000.00	\$1,095.00	\$1,219.50	\$880.00
\$400,000.01	\$410,000.00	\$1,115.00	\$1,242.00	\$895.00
\$410,000.01	\$420,000.00	\$1,135.00	\$1,264.50	\$910.00
\$420,000.01	\$430,000.00	\$1,155.00	\$1,287.00	\$925.00
\$430,000.01	\$440,000.00	\$1,175.00	\$1,309.50	\$940.00
\$440,000.01	\$450,000.00	\$1,195.00	\$1,332.00	\$955.00
\$450,000.01	\$460,000.00	\$1,215.00	\$1,354.50	\$970.00
\$460,000.01	\$470,000.00	\$1,235.00	\$1,377.00	\$985.00
\$470,000.01	\$480,000.00	\$1,255.00	\$1,399.50	\$1,000.00
\$480,000.01	\$490,000.00	\$1,275.00	\$1,422.00	\$1,015.00
\$490,000.01	\$500,000.00	\$1,295.00	\$1,444.50	\$1,030.00
\$500,000.01	\$525,000.00	\$1,345.00	\$1,500.75	\$1,067.50
\$525,000.01	\$550,000.00	\$1,395.00	\$1,557.00	\$1,105.00
\$550,000.01	\$575,000.00	\$1,445.00	\$1,613.25	\$1,142.50
\$575,000.01	\$600,000.00	\$1,495.00	\$1,669.50	\$1,180.00

		<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Minimum Amount</b>	<b>Maximum Amount</b>	<b>NON-EAGLE® OWNER'S POLICY Rates</b>	<b>EAGLE® OWNER'S POLICY Rates</b>	<b>LOAN POLICY Rates</b>
\$600,000.01	\$625,000.00	\$1,545.00	\$1,725.75	\$1,217.50
\$625,000.01	\$650,000.00	\$1,595.00	\$1,782.00	\$1,255.00
\$650,000.01	\$675,000.00	\$1,645.00	\$1,838.25	\$1,292.50
\$675,000.01	\$700,000.00	\$1,695.00	\$1,894.50	\$1,330.00
\$700,000.01	\$725,000.00	\$1,745.00	\$1,950.75	\$1,367.50
\$725,000.01	\$750,000.00	\$1,795.00	\$2,007.00	\$1,405.00
\$750,000.01	\$800,000.00	\$1,895.00	\$2,119.50	\$1,480.00
\$800,000.01	\$850,000.00	\$1,995.00	\$2,232.00	\$1,555.00
\$850,000.01	\$900,000.00	\$2,095.00	\$2,344.50	\$1,630.00
\$900,000.01	\$950,000.00	\$2,195.00	\$2,457.00	\$1,705.00
\$950,000.01	\$1,000,000.00	\$2,295.00	\$2,569.50	\$1,780.00
\$1,000,000.01	\$1,100,000.00	\$2,420.00	\$2,709.50	\$1,905.00
\$1,100,000.01	\$1,200,000.00	\$2,545.00	\$2,849.50	\$2,030.00
\$1,200,000.01	\$1,300,000.00	\$2,670.00	\$2,989.50	\$2,155.00
\$1,300,000.01	\$1,400,000.00	\$2,795.00	\$3,129.50	\$2,280.00
\$1,400,000.01	\$1,500,000.00	\$2,920.00	\$3,269.50	\$2,405.00
\$1,500,000.01	\$1,600,000.00	\$3,045.00	\$3,409.50	\$2,530.00
\$1,600,000.01	\$1,700,000.00	\$3,170.00	\$3,549.50	\$2,655.00
\$1,700,000.01	\$1,800,000.00	\$3,295.00	\$3,689.50	\$2,780.00
\$1,800,000.01	\$1,900,000.00	\$3,420.00	\$3,829.50	\$2,905.00
\$1,900,000.01	\$2,000,000.00	\$3,545.00	\$3,969.50	\$3,030.00
\$2,000,000.01	\$2,100,000.00	\$3,670.00	\$4,109.50	\$3,155.00
\$2,100,000.01	\$2,200,000.00	\$3,795.00	\$4,249.50	\$3,280.00
\$2,200,000.01	\$2,300,000.00	\$3,920.00	\$4,389.50	\$3,405.00
\$2,300,000.01	\$2,400,000.00	\$4,045.00	\$4,529.50	\$3,530.00
\$2,400,000.01	\$2,500,000.00	\$4,170.00	\$4,669.50	\$3,655.00
\$2,500,000.01	\$2,600,000.00	\$4,295.00	\$4,809.50	\$3,780.00
\$2,600,000.01	\$2,700,000.00	\$4,420.00	\$4,949.50	\$3,905.00
\$2,700,000.01	\$2,800,000.00	\$4,545.00	\$5,089.50	\$4,030.00
\$2,800,000.01	\$2,900,000.00	\$4,670.00	\$5,229.50	\$4,155.00
\$2,900,000.01	\$3,000,000.00	\$4,795.00	\$5,369.50	\$4,280.00
\$3,000,000.01	\$3,100,000.00	\$4,920.00	\$5,509.50	\$4,405.00
\$3,100,000.01	\$3,200,000.00	\$5,045.00	\$5,649.50	\$4,530.00
\$3,200,000.01	\$3,300,000.00	\$5,170.00	\$5,789.50	\$4,655.00
\$3,300,000.01	\$3,400,000.00	\$5,295.00	\$5,929.50	\$4,780.00
\$3,400,000.01	\$3,500,000.00	\$5,420.00	\$6,069.50	\$4,905.00
\$3,500,000.01	\$3,600,000.00	\$5,545.00	\$6,209.50	\$5,030.00
\$3,600,000.01	\$3,700,000.00	\$5,670.00	\$6,349.50	\$5,155.00

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

**SECTION G  
DICKINSON COUNTY AND GEARY COUNTY**

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

**G.1 OWNER'S INSURANCE**

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

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

(b) **Short Term (Reissue) Rate**

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

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

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

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



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

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

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

For Commercial properties:

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

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

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

Not available for Residential properties.

**G.2 LENDER'S INSURANCE**

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

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

(b) Concurrent (Simultaneous-Issue) Loan Policy

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

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

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

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

**Residential and Commercial**

1. \$85
2. \$85
3. \$85 plus the Rate shown in Section G.6 (column 4) at the tier level for the amount of insurance in excess of the Owner's Policy
4. \$85 plus the Rate shown in Section G.6 (column 4) at the tier level for the amount of insurance in excess of the Owner's Policy
5. \$85 per additional Loan Policy
6. \$85 per additional Loan Policy
7. \$85 per additional Loan Policy plus the Rate shown in Section G.6 (column 4) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
8. \$85 per additional Loan Policy plus the Rate shown in Section G.6 (column 4) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy

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

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

(d) Short Term (Reissue) Rate

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

(e) ALTA Residential Limited Coverage Mortgage Modification Policy

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

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

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

(f) ALTA Residential Limited Coverage Junior Loan Policy

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

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

(g) Home Equity And Second Mortgage - Residential Only

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

G.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charge

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

<b>Residential</b>	<b>Commercial</b>
\$200	\$200

(b) Multiple Tract Charge

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

<b>Residential</b>	<b>Commercial</b>
\$150 per additional tract	\$150 per additional tract

(c) Commitment Production Charge

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

<b>Residential</b>	<b>Commercial</b>
\$200	\$200

(d) Update Charge

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

<b>Residential</b>	<b>Commercial</b>
\$50	\$50

(e) Cancellation Charge

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

G.4 GUARANTEES

(a) CLTA Guarantee

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

<b>Residential</b>	<b>Commercial</b>
\$200	\$200

(b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

<b>Residential</b>	<b>Commercial</b>
\$150	\$150

G.5 ESCROW

(a) Residential - Basic Escrow Fees

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

1. Sale With New Loan

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
\$75	\$325	\$400

2. Cash Sale

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
\$75	\$75	\$150

3. Loan Only

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	\$300	\$300

4. Contract For Deed/Installment Sales Contracts

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

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Contract For Deed/ Installment Sales Contracts	\$75	\$75	\$150

(b) Commercial - Basic Escrow Fees

1. Sale

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

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

<b>Amount</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Up to and including \$1,000,000	\$150	\$150	\$300

2. Refinance

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

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

(c) Residential And Commercial - Surcharges

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

1. Second MTG/DOT/HELOC

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

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

2. Mobile Home or Manufactured Housing

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

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

3. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

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

4. Mail Out Fee

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

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

(d) Residential And Commercial - Miscellaneous Services

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

1. Accommodation/Witness Closing

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

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

2. Prepare Settlement Statement (CD) with Disbursement

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

3. Prepare Settlement Statement (CD) without Disbursement

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

4. Escrow For Lender Requirements

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

5. Escrow For Completion

New Construction.

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

6. Indemnity Deposit - Required for Title Issues

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

7. Document Preparation Fees (KS Only)

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

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

8. Closing Protection Letter - KS

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

9. Miscellaneous Bill Payment

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

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



10. Construction Disbursing

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

G.6 RATES

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

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

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

Minimum Amount	Maximum Amount	Column 1	Column 2	Column 3	Column 4	Column 5
		NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	REISSUE OWNER'S POLICY Rates	LOAN POLICY Rates	REISSUE LOAN POLICY Rates
\$3,100,000.01	\$3,200,000.00	\$5,665.00	\$6,495.50	\$3,469.00	\$4,575.00	\$2,815.00
\$3,200,000.01	\$3,300,000.00	\$5,815.00	\$6,670.50	\$3,559.00	\$4,700.00	\$2,890.00
\$3,300,000.01	\$3,400,000.00	\$5,965.00	\$6,845.50	\$3,649.00	\$4,825.00	\$2,965.00
\$3,400,000.01	\$3,500,000.00	\$6,115.00	\$7,020.50	\$3,739.00	\$4,950.00	\$3,040.00
\$3,500,000.01	\$3,600,000.00	\$6,265.00	\$7,195.50	\$3,829.00	\$5,075.00	\$3,115.00
\$3,600,000.01	\$3,700,000.00	\$6,415.00	\$7,370.50	\$3,919.00	\$5,200.00	\$3,190.00
\$3,700,000.01	\$3,800,000.00	\$6,565.00	\$7,545.50	\$4,009.00	\$5,325.00	\$3,265.00
\$3,800,000.01	\$3,900,000.00	\$6,715.00	\$7,720.50	\$4,099.00	\$5,450.00	\$3,340.00
\$3,900,000.01	\$4,000,000.00	\$6,865.00	\$7,895.50	\$4,189.00	\$5,575.00	\$3,415.00
\$4,000,000.01	\$4,100,000.00	\$7,015.00	\$8,070.50	\$4,279.00	\$5,700.00	\$3,490.00
\$4,100,000.01	\$4,200,000.00	\$7,165.00	\$8,245.50	\$4,369.00	\$5,825.00	\$3,565.00
\$4,200,000.01	\$4,300,000.00	\$7,315.00	\$8,420.50	\$4,459.00	\$5,950.00	\$3,640.00
\$4,300,000.01	\$4,400,000.00	\$7,465.00	\$8,595.50	\$4,549.00	\$6,075.00	\$3,715.00
\$4,400,000.01	\$4,500,000.00	\$7,615.00	\$8,770.50	\$4,639.00	\$6,200.00	\$3,790.00
\$4,500,000.01	\$4,600,000.00	\$7,765.00	\$8,945.50	\$4,729.00	\$6,325.00	\$3,865.00
\$4,600,000.01	\$4,700,000.00	\$7,915.00	\$9,120.50	\$4,819.00	\$6,450.00	\$3,940.00
\$4,700,000.01	\$4,800,000.00	\$8,065.00	\$9,295.50	\$4,909.00	\$6,575.00	\$4,015.00
\$4,800,000.01	\$4,900,000.00	\$8,215.00	\$9,470.50	\$4,999.00	\$6,700.00	\$4,090.00
\$4,900,000.01	\$5,000,000.00	\$8,365.00	\$9,645.50	\$5,089.00	\$6,825.00	\$4,165.00

**SECTION H**  
**CHEROKEE COUNTY, CRAWFORD COUNTY, LABETTE COUNTY, AND NEOSHO COUNTY**

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

**H.1 OWNER'S INSURANCE**

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

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

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

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

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

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

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

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

For Commercial properties:

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

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

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

Not available for Residential properties.

H.2 LENDER'S INSURANCE

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

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

(b) Concurrent (Simultaneous-Issue) Loan Policy

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

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

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

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

<b>Residential and Commercial</b>
1. \$125
2. \$225
3. \$125 plus the Rate shown in Section H.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
4. \$225 plus the Rate shown in Section H.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
5. \$125 per additional Loan Policy
6. \$225 per additional Loan Policy
7. \$125 per additional Loan Policy plus the Rate shown in Section H.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
8. \$225 per additional Loan Policy plus the Rate shown in Section H.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy

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

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

(d) 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:

<b>Amount of Insurance</b>	<b>Rate</b>
Up to and including \$5,000,000	\$175 plus \$.30 per \$1,000

Any post-policy increase in the Amount of Insurance shall be \$.30 per \$1,000.

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

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

The Rates above are not available for Commercial properties.

(e) ALTA Residential Limited Coverage Mortgage Modification Policy

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

<b>Amount of Insurance</b>	<b>Rate</b>
Up to and including \$1,000,000	\$125
\$1,000,001 to \$1,500,000	\$250

<b>Amount of Insurance</b>	<b>Rate</b>
\$1,500,001 to \$2,000,000	\$350

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

(f) ALTA Residential Limited Coverage Junior Loan Policy

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

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

(g) Home Equity And Second Mortgage - Residential Only

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

H.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charge

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

<b>Residential</b>	<b>Commercial</b>
\$200	\$200

(b) Multiple Tract Charge

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

<b>Residential</b>	<b>Commercial</b>
\$100 per additional tract	\$100 per additional tract

(c) Commitment Production Charge

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



<b>Residential</b>	<b>Commercial</b>
\$225	\$225

(d) Update Charge

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

<b>Residential</b>	<b>Commercial</b>
\$50	\$50

(e) Cancellation Charge

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

#### H.4 GUARANTEES

(a) CLTA Guarantee

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

<b>Residential</b>	<b>Commercial</b>
\$225	\$225

(b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

<b>Residential</b>	<b>Commercial</b>
\$200	\$200

#### H.5 ESCROW

(a) Residential - Basic Escrow Fees

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

1. Sale With New Loan

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$350

2. Cash Sale

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$350

3. Loan Only

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$350

4. Contract For Deed/Installment Sales Contracts

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$350

5. Short Sale

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$400

6. Owner Finance

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$400

(b) Commercial - Basic Escrow Fees

1. Sale

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

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

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

2. Refinance

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

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

(c) Residential And Commercial - Surcharges

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

1. Second MTG/DOT/HELOC

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

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

2. For Sale By Owner Facilitation Fee

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

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

3. After-Hours Closing

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

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

4. Mobile Home or Manufactured Housing

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

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

5. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

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

6. Mail Out Fee

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

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

7. Mobile Closing Fee

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

(d) Residential And Commercial - Miscellaneous Services

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

1. Accommodation/Witness Closing

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

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

2. Prepare Settlement Statement (CD) with Disbursement

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

3. Escrow For Lender Requirements

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

4. Escrow For Completion

New Construction.

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

5. Indemnity Deposit - Required for Title Issues

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

6. Document Preparation Fees (KS Only)

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

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

7. Closing Protection Letter - MO

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Closing Protection Letter - MO	\$25	\$25	\$50

8. Closing Protection Letter - KS

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

9. Interest Bearing Account Set-Up Fee

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

10. Language Translator Service

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

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

11. Miscellaneous Bill Payment

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

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

12. Construction Disbursing

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

H.6 RATES

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

\$80,000.01	\$85,000.00	\$565.00	\$619.00	\$565.00
\$85,000.01	\$90,000.00	\$585.00	\$641.00	\$585.00
\$90,000.01	\$95,000.00	\$605.00	\$663.00	\$605.00
\$95,000.01	\$100,000.00	\$625.00	\$685.00	\$625.00
\$100,000.01	\$105,000.00	\$645.00	\$707.00	\$645.00
\$105,000.01	\$110,000.00	\$665.00	\$729.00	\$665.00
\$110,000.01	\$115,000.00	\$685.00	\$751.00	\$685.00
\$115,000.01	\$120,000.00	\$705.00	\$773.00	\$705.00
\$120,000.01	\$125,000.00	\$725.00	\$795.00	\$725.00
\$125,000.01	\$130,000.00	\$745.00	\$817.00	\$745.00
\$130,000.01	\$135,000.00	\$765.00	\$839.00	\$765.00
\$135,000.01	\$140,000.00	\$785.00	\$861.00	\$785.00
\$140,000.01	\$145,000.00	\$805.00	\$883.00	\$805.00
\$145,000.01	\$150,000.00	\$825.00	\$905.00	\$825.00
\$150,000.01	\$155,000.00	\$845.00	\$927.00	\$845.00
\$155,000.01	\$160,000.00	\$865.00	\$949.00	\$865.00
\$160,000.01	\$165,000.00	\$885.00	\$971.00	\$885.00
\$165,000.01	\$170,000.00	\$905.00	\$993.00	\$905.00
\$170,000.01	\$175,000.00	\$920.00	\$1,009.50	\$920.00
\$175,000.01	\$180,000.00	\$935.00	\$1,026.00	\$935.00
\$180,000.01	\$185,000.00	\$950.00	\$1,042.50	\$950.00
\$185,000.01	\$190,000.00	\$965.00	\$1,059.00	\$965.00
\$190,000.01	\$195,000.00	\$980.00	\$1,075.50	\$980.00
\$195,000.01	\$200,000.00	\$995.00	\$1,092.00	\$995.00
\$200,000.01	\$205,000.00	\$1,010.00	\$1,108.50	\$1,010.00
\$205,000.01	\$210,000.00	\$1,025.00	\$1,125.00	\$1,025.00
\$210,000.01	\$215,000.00	\$1,040.00	\$1,141.50	\$1,040.00
\$215,000.01	\$220,000.00	\$1,055.00	\$1,158.00	\$1,055.00
\$220,000.01	\$225,000.00	\$1,070.00	\$1,174.50	\$1,070.00
\$225,000.01	\$230,000.00	\$1,085.00	\$1,191.00	\$1,085.00
\$230,000.01	\$235,000.00	\$1,100.00	\$1,207.50	\$1,100.00
\$235,000.01	\$240,000.00	\$1,115.00	\$1,224.00	\$1,115.00
\$240,000.01	\$245,000.00	\$1,130.00	\$1,240.50	\$1,130.00
\$245,000.01	\$250,000.00	\$1,145.00	\$1,257.00	\$1,145.00
\$250,000.01	\$260,000.00	\$1,170.00	\$1,284.50	\$1,170.00
\$260,000.01	\$270,000.00	\$1,195.00	\$1,312.00	\$1,195.00
\$270,000.01	\$280,000.00	\$1,220.00	\$1,339.50	\$1,220.00
\$280,000.01	\$290,000.00	\$1,245.00	\$1,367.00	\$1,245.00
\$290,000.01	\$300,000.00	\$1,270.00	\$1,394.50	\$1,270.00
\$300,000.01	\$310,000.00	\$1,295.00	\$1,422.00	\$1,295.00
\$310,000.01	\$320,000.00	\$1,320.00	\$1,449.50	\$1,320.00
\$320,000.01	\$330,000.00	\$1,345.00	\$1,477.00	\$1,345.00
\$330,000.01	\$340,000.00	\$1,370.00	\$1,504.50	\$1,370.00

\$340,000.01	\$350,000.00	\$1,395.00	\$1,532.00	\$1,395.00
\$350,000.01	\$360,000.00	\$1,420.00	\$1,559.50	\$1,420.00
\$360,000.01	\$370,000.00	\$1,445.00	\$1,587.00	\$1,445.00
\$370,000.01	\$380,000.00	\$1,470.00	\$1,614.50	\$1,470.00
\$380,000.01	\$390,000.00	\$1,495.00	\$1,642.00	\$1,495.00
\$390,000.01	\$400,000.00	\$1,520.00	\$1,669.50	\$1,520.00
\$400,000.01	\$410,000.00	\$1,545.00	\$1,697.00	\$1,545.00
\$410,000.01	\$420,000.00	\$1,570.00	\$1,724.50	\$1,570.00
\$420,000.01	\$430,000.00	\$1,595.00	\$1,752.00	\$1,595.00
\$430,000.01	\$440,000.00	\$1,620.00	\$1,779.50	\$1,620.00
\$440,000.01	\$450,000.00	\$1,645.00	\$1,807.00	\$1,645.00
\$450,000.01	\$460,000.00	\$1,670.00	\$1,834.50	\$1,670.00
\$460,000.01	\$470,000.00	\$1,695.00	\$1,862.00	\$1,695.00
\$470,000.01	\$480,000.00	\$1,720.00	\$1,889.50	\$1,720.00
\$480,000.01	\$490,000.00	\$1,745.00	\$1,917.00	\$1,745.00
\$490,000.01	\$500,000.00	\$1,770.00	\$1,944.50	\$1,770.00
\$500,000.01	\$525,000.00	\$1,826.25	\$2,007.00	\$1,826.25
\$525,000.01	\$550,000.00	\$1,882.50	\$2,069.50	\$1,882.50
\$550,000.01	\$575,000.00	\$1,938.75	\$2,132.00	\$1,938.75
\$575,000.01	\$600,000.00	\$1,995.00	\$2,194.50	\$1,995.00
\$600,000.01	\$625,000.00	\$2,051.25	\$2,257.00	\$2,051.25
\$625,000.01	\$650,000.00	\$2,107.50	\$2,319.50	\$2,107.50
\$650,000.01	\$675,000.00	\$2,163.75	\$2,382.00	\$2,163.75
\$675,000.01	\$700,000.00	\$2,220.00	\$2,444.50	\$2,220.00
\$700,000.01	\$725,000.00	\$2,276.25	\$2,507.00	\$2,276.25
\$725,000.01	\$750,000.00	\$2,332.50	\$2,569.50	\$2,332.50
\$750,000.01	\$800,000.00	\$2,445.00	\$2,694.50	\$2,445.00
\$800,000.01	\$850,000.00	\$2,557.50	\$2,819.50	\$2,557.50
\$850,000.01	\$900,000.00	\$2,670.00	\$2,944.50	\$2,670.00
\$900,000.01	\$950,000.00	\$2,782.50	\$3,069.50	\$2,782.50
\$950,000.01	\$1,000,000.00	\$2,895.00	\$3,194.50	\$2,895.00
\$1,000,000.01	\$1,100,000.00	\$3,045.00	\$3,369.50	\$3,045.00
\$1,100,000.01	\$1,200,000.00	\$3,195.00	\$3,544.50	\$3,195.00
\$1,200,000.01	\$1,300,000.00	\$3,345.00	\$3,719.50	\$3,345.00
\$1,300,000.01	\$1,400,000.00	\$3,495.00	\$3,894.50	\$3,495.00
\$1,400,000.01	\$1,500,000.00	\$3,645.00	\$4,069.50	\$3,645.00
\$1,500,000.01	\$1,600,000.00	\$3,795.00	\$4,244.50	\$3,795.00
\$1,600,000.01	\$1,700,000.00	\$3,945.00	\$4,419.50	\$3,945.00
\$1,700,000.01	\$1,800,000.00	\$4,095.00	\$4,594.50	\$4,095.00
\$1,800,000.01	\$1,900,000.00	\$4,245.00	\$4,769.50	\$4,245.00
\$1,900,000.01	\$2,000,000.00	\$4,395.00	\$4,944.50	\$4,395.00
\$2,000,000.01	\$2,100,000.00	\$4,545.00	\$5,119.50	\$4,545.00



\$2,100,000.01	\$2,200,000.00	\$4,695.00	\$5,294.50	\$4,695.00
\$2,200,000.01	\$2,300,000.00	\$4,845.00	\$5,469.50	\$4,845.00
\$2,300,000.01	\$2,400,000.00	\$4,995.00	\$5,644.50	\$4,995.00
\$2,400,000.01	\$2,500,000.00	\$5,145.00	\$5,819.50	\$5,145.00
\$2,500,000.01	\$2,600,000.00	\$5,295.00	\$5,994.50	\$5,295.00
\$2,600,000.01	\$2,700,000.00	\$5,445.00	\$6,169.50	\$5,445.00
\$2,700,000.01	\$2,800,000.00	\$5,595.00	\$6,344.50	\$5,595.00
\$2,800,000.01	\$2,900,000.00	\$5,745.00	\$6,519.50	\$5,745.00
\$2,900,000.01	\$3,000,000.00	\$5,895.00	\$6,694.50	\$5,895.00
\$3,000,000.01	\$3,100,000.00	\$6,045.00	\$6,869.50	\$6,045.00
\$3,100,000.01	\$3,200,000.00	\$6,195.00	\$7,044.50	\$6,195.00
\$3,200,000.01	\$3,300,000.00	\$6,345.00	\$7,219.50	\$6,345.00
\$3,300,000.01	\$3,400,000.00	\$6,495.00	\$7,394.50	\$6,495.00
\$3,400,000.01	\$3,500,000.00	\$6,645.00	\$7,569.50	\$6,645.00
\$3,500,000.01	\$3,600,000.00	\$6,795.00	\$7,744.50	\$6,795.00
\$3,600,000.01	\$3,700,000.00	\$6,945.00	\$7,919.50	\$6,945.00
\$3,700,000.01	\$3,800,000.00	\$7,095.00	\$8,094.50	\$7,095.00
\$3,800,000.01	\$3,900,000.00	\$7,245.00	\$8,269.50	\$7,245.00
\$3,900,000.01	\$4,000,000.00	\$7,395.00	\$8,444.50	\$7,395.00
\$4,000,000.01	\$4,100,000.00	\$7,545.00	\$8,619.50	\$7,545.00
\$4,100,000.01	\$4,200,000.00	\$7,695.00	\$8,794.50	\$7,695.00
\$4,200,000.01	\$4,300,000.00	\$7,845.00	\$8,969.50	\$7,845.00
\$4,300,000.01	\$4,400,000.00	\$7,995.00	\$9,144.50	\$7,995.00
\$4,400,000.01	\$4,500,000.00	\$8,145.00	\$9,319.50	\$8,145.00
\$4,500,000.01	\$4,600,000.00	\$8,295.00	\$9,494.50	\$8,295.00
\$4,600,000.01	\$4,700,000.00	\$8,445.00	\$9,669.50	\$8,445.00
\$4,700,000.01	\$4,800,000.00	\$8,595.00	\$9,844.50	\$8,595.00
\$4,800,000.01	\$4,900,000.00	\$8,745.00	\$10,019.50	\$8,745.00
\$4,900,000.01	\$5,000,000.00	\$8,895.00	\$10,194.50	\$8,895.00

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

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

**I.1 OWNER'S INSURANCE**

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

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

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

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

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

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

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

For Commercial properties:

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

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

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

Not available for Residential properties.

I.2 LENDER'S INSURANCE

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

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

(b) Concurrent (Simultaneous-Issue) Loan Policy

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

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

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

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

<b>Residential and Commercial</b>
1. \$125
2. \$225
3. \$125 plus the Rate shown in Section I.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
4. \$225 plus the Rate shown in Section I.6 (column 3) at the tier level for the amount of insurance in excess of the Owner's Policy
5. \$125 per additional Loan Policy
6. \$225 per additional Loan Policy
7. \$125 per additional Loan Policy plus the Rate shown in Section I.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy
8. \$225 per additional Loan Policy plus the Rate shown in Section I.6 (column 3) at the tier level for the total amount of insurance for all concurrent Loan Policies in excess of the Owner's Policy

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

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

(d) ALTA Residential Limited Coverage Mortgage Modification Policy

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

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

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

(e) ALTA Residential Limited Coverage Junior Loan Policy

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

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

(f) Home Equity And Second Mortgage - Residential Only

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

I.3 ADDITIONAL TITLE CHARGES

(a) Out-of-County Search Charge

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

<b>Residential</b>	<b>Commercial</b>
\$200	\$200

(b) Multiple Tract Charge

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

<b>Residential</b>	<b>Commercial</b>
\$150 per additional tract	\$150 per additional tract

(c) Commitment Production Charge

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

<b>Residential</b>	<b>Commercial</b>
\$225	\$225

(d) Update Charge

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

<b>Residential</b>	<b>Commercial</b>
\$50	\$50

(e) Cancellation Charge

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

I.4 GUARANTEES

(a) CLTA Guarantee

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

<b>Residential</b>	<b>Commercial</b>
\$225	\$225

(b) Title Report Guarantee

The Charge for a Title Report Guarantee is as follows:

<b>Residential</b>	<b>Commercial</b>
\$200	\$200

I.5 ESCROW

(a) Residential - Basic Escrow Fees

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

1. Sale With New Loan

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$400

2. Cash Sale

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$350

3. Loan Only

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$350

4. Contract For Deed/Installment Sales Contracts

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$350

5. Short Sale

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$400

6. Owner Finance

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

<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
N/A	N/A	\$400

(b) Commercial - Basic Escrow Fees

1. Sale

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

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

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

2. Refinance

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

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

(c) Residential And Commercial - Surcharges

The fees below may be allocated by agreement between the seller and buyer. These fees are in addition to the Basic Escrow Fees set forth in Sections 1.5(a) and (b) above.

1. Second MTG/DOT/HELOC

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

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

2. For Sale By Owner Facilitation Fee

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

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

3. After-Hours Closing

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

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

4. Mobile Home or Manufactured Housing

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

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

5. Excess Wire Fee / Courier Delivery Fee

The fee in excess of two.

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

6. Mail Out Fee



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

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

7. Mobile Closing Fee

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

(d) Residential And Commercial - Miscellaneous Services

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

1. Accommodation/Witness Closing

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

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

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

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

3. Escrow For Lender Requirements

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

4. Escrow For Completion

New Construction.

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

5. Indemnity Deposit - Required for Title Issues

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

6. Document Preparation Fees (KS Only)

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

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

7. Closing Protection Letter - MO

<b>Transaction</b>	<b>Seller</b>	<b>Buyer</b>	<b>Total</b>
Closing Protection Letter - MO	\$25	\$25	\$50

8. Closing Protection Letter - KS

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

9. Interest Bearing Account Set-Up Fee

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

10. Language Translator Service

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

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

11. Miscellaneous Bill Payment

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

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

I.6 RATES

		<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Minimum Amount</b>	<b>Maximum Amount</b>	<b>NON-EAGLE® OWNER'S POLICY Rates</b>	<b>EAGLE® OWNER'S POLICY Rates</b>	<b>LOAN POLICY Rates</b>
\$0.00	\$20,000.00	\$275.00	\$300.00	\$275.00
\$20,000.01	\$25,000.00	\$300.00	\$327.50	\$300.00
\$25,000.01	\$30,000.00	\$325.00	\$355.00	\$325.00
\$30,000.01	\$35,000.00	\$350.00	\$382.50	\$350.00
\$35,000.01	\$40,000.00	\$375.00	\$410.00	\$375.00
\$40,000.01	\$45,000.00	\$400.00	\$437.50	\$400.00
\$45,000.01	\$50,000.00	\$425.00	\$465.00	\$425.00
\$50,000.01	\$55,000.00	\$445.00	\$487.00	\$445.00
\$55,000.01	\$60,000.00	\$465.00	\$509.00	\$465.00
\$60,000.01	\$65,000.00	\$485.00	\$531.00	\$485.00
\$65,000.01	\$70,000.00	\$505.00	\$553.00	\$505.00
\$70,000.01	\$75,000.00	\$525.00	\$575.00	\$525.00
\$75,000.01	\$80,000.00	\$545.00	\$597.00	\$545.00
\$80,000.01	\$85,000.00	\$565.00	\$619.00	\$565.00
\$85,000.01	\$90,000.00	\$585.00	\$641.00	\$585.00
\$90,000.01	\$95,000.00	\$605.00	\$663.00	\$605.00
\$95,000.01	\$100,000.00	\$625.00	\$685.00	\$625.00
\$100,000.01	\$105,000.00	\$645.00	\$707.00	\$645.00
\$105,000.01	\$110,000.00	\$665.00	\$729.00	\$665.00
\$110,000.01	\$115,000.00	\$685.00	\$751.00	\$685.00
\$115,000.01	\$120,000.00	\$705.00	\$773.00	\$705.00
\$120,000.01	\$125,000.00	\$725.00	\$795.00	\$725.00
\$125,000.01	\$130,000.00	\$745.00	\$817.00	\$745.00
\$130,000.01	\$135,000.00	\$765.00	\$839.00	\$765.00
\$135,000.01	\$140,000.00	\$785.00	\$861.00	\$785.00
\$140,000.01	\$145,000.00	\$805.00	\$883.00	\$805.00
\$145,000.01	\$150,000.00	\$825.00	\$905.00	\$825.00
\$150,000.01	\$155,000.00	\$845.00	\$927.00	\$845.00
\$155,000.01	\$160,000.00	\$865.00	\$949.00	\$865.00
\$160,000.01	\$165,000.00	\$885.00	\$971.00	\$885.00
\$165,000.01	\$170,000.00	\$905.00	\$993.00	\$905.00
\$170,000.01	\$175,000.00	\$920.00	\$1,009.50	\$920.00
\$175,000.01	\$180,000.00	\$935.00	\$1,026.00	\$935.00
\$180,000.01	\$185,000.00	\$950.00	\$1,042.50	\$950.00
\$185,000.01	\$190,000.00	\$965.00	\$1,059.00	\$965.00
\$190,000.01	\$195,000.00	\$980.00	\$1,075.50	\$980.00

Minimum Amount	Maximum Amount	Column 1	Column 2	Column 3
		NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	LOAN POLICY Rates
\$195,000.01	\$200,000.00	\$995.00	\$1,092.00	\$995.00
\$200,000.01	\$205,000.00	\$1,010.00	\$1,108.50	\$1,010.00
\$205,000.01	\$210,000.00	\$1,025.00	\$1,125.00	\$1,025.00
\$210,000.01	\$215,000.00	\$1,040.00	\$1,141.50	\$1,040.00
\$215,000.01	\$220,000.00	\$1,055.00	\$1,158.00	\$1,055.00
\$220,000.01	\$225,000.00	\$1,070.00	\$1,174.50	\$1,070.00
\$225,000.01	\$230,000.00	\$1,085.00	\$1,191.00	\$1,085.00
\$230,000.01	\$235,000.00	\$1,100.00	\$1,207.50	\$1,100.00
\$235,000.01	\$240,000.00	\$1,115.00	\$1,224.00	\$1,115.00
\$240,000.01	\$245,000.00	\$1,130.00	\$1,240.50	\$1,130.00
\$245,000.01	\$250,000.00	\$1,145.00	\$1,257.00	\$1,145.00
\$250,000.01	\$260,000.00	\$1,170.00	\$1,284.50	\$1,170.00
\$260,000.01	\$270,000.00	\$1,195.00	\$1,312.00	\$1,195.00
\$270,000.01	\$280,000.00	\$1,220.00	\$1,339.50	\$1,220.00
\$280,000.01	\$290,000.00	\$1,245.00	\$1,367.00	\$1,245.00
\$290,000.01	\$300,000.00	\$1,270.00	\$1,394.50	\$1,270.00
\$300,000.01	\$310,000.00	\$1,295.00	\$1,422.00	\$1,295.00
\$310,000.01	\$320,000.00	\$1,320.00	\$1,449.50	\$1,320.00
\$320,000.01	\$330,000.00	\$1,345.00	\$1,477.00	\$1,345.00
\$330,000.01	\$340,000.00	\$1,370.00	\$1,504.50	\$1,370.00
\$340,000.01	\$350,000.00	\$1,395.00	\$1,532.00	\$1,395.00
\$350,000.01	\$360,000.00	\$1,420.00	\$1,559.50	\$1,420.00
\$360,000.01	\$370,000.00	\$1,445.00	\$1,587.00	\$1,445.00
\$370,000.01	\$380,000.00	\$1,470.00	\$1,614.50	\$1,470.00
\$380,000.01	\$390,000.00	\$1,495.00	\$1,642.00	\$1,495.00
\$390,000.01	\$400,000.00	\$1,520.00	\$1,669.50	\$1,520.00
\$400,000.01	\$410,000.00	\$1,545.00	\$1,697.00	\$1,545.00
\$410,000.01	\$420,000.00	\$1,570.00	\$1,724.50	\$1,570.00
\$420,000.01	\$430,000.00	\$1,595.00	\$1,752.00	\$1,595.00
\$430,000.01	\$440,000.00	\$1,620.00	\$1,779.50	\$1,620.00
\$440,000.01	\$450,000.00	\$1,645.00	\$1,807.00	\$1,645.00
\$450,000.01	\$460,000.00	\$1,670.00	\$1,834.50	\$1,670.00
\$460,000.01	\$470,000.00	\$1,695.00	\$1,862.00	\$1,695.00
\$470,000.01	\$480,000.00	\$1,720.00	\$1,889.50	\$1,720.00
\$480,000.01	\$490,000.00	\$1,745.00	\$1,917.00	\$1,745.00
\$490,000.01	\$500,000.00	\$1,770.00	\$1,944.50	\$1,770.00
\$500,000.01	\$525,000.00	\$1,826.25	\$2,007.00	\$1,826.25
\$525,000.01	\$550,000.00	\$1,882.50	\$2,069.50	\$1,882.50

Minimum Amount	Maximum Amount	Column 1	Column 2	Column 3
		NON-EAGLE® OWNER'S POLICY Rates	EAGLE® OWNER'S POLICY Rates	LOAN POLICY Rates
\$550,000.01	\$575,000.00	\$1,938.75	\$2,132.00	\$1,938.75
\$575,000.01	\$600,000.00	\$1,995.00	\$2,194.50	\$1,995.00
\$600,000.01	\$625,000.00	\$2,051.25	\$2,257.00	\$2,051.25
\$625,000.01	\$650,000.00	\$2,107.50	\$2,319.50	\$2,107.50
\$650,000.01	\$675,000.00	\$2,163.75	\$2,382.00	\$2,163.75
\$675,000.01	\$700,000.00	\$2,220.00	\$2,444.50	\$2,220.00
\$700,000.01	\$725,000.00	\$2,276.25	\$2,507.00	\$2,276.25
\$725,000.01	\$750,000.00	\$2,332.50	\$2,569.50	\$2,332.50
\$750,000.01	\$800,000.00	\$2,445.00	\$2,694.50	\$2,445.00
\$800,000.01	\$850,000.00	\$2,557.50	\$2,819.50	\$2,557.50
\$850,000.01	\$900,000.00	\$2,670.00	\$2,944.50	\$2,670.00
\$900,000.01	\$950,000.00	\$2,782.50	\$3,069.50	\$2,782.50
\$950,000.01	\$1,000,000.00	\$2,895.00	\$3,194.50	\$2,895.00
\$1,000,000.01	\$1,100,000.00	\$3,045.00	\$3,369.50	\$3,045.00
\$1,100,000.01	\$1,200,000.00	\$3,195.00	\$3,544.50	\$3,195.00
\$1,200,000.01	\$1,300,000.00	\$3,345.00	\$3,719.50	\$3,345.00
\$1,300,000.01	\$1,400,000.00	\$3,495.00	\$3,894.50	\$3,495.00
\$1,400,000.01	\$1,500,000.00	\$3,645.00	\$4,069.50	\$3,645.00
\$1,500,000.01	\$1,600,000.00	\$3,795.00	\$4,244.50	\$3,795.00
\$1,600,000.01	\$1,700,000.00	\$3,945.00	\$4,419.50	\$3,945.00
\$1,700,000.01	\$1,800,000.00	\$4,095.00	\$4,594.50	\$4,095.00
\$1,800,000.01	\$1,900,000.00	\$4,245.00	\$4,769.50	\$4,245.00
\$1,900,000.01	\$2,000,000.00	\$4,395.00	\$4,944.50	\$4,395.00
\$2,000,000.01	\$2,100,000.00	\$4,545.00	\$5,119.50	\$4,545.00
\$2,100,000.01	\$2,200,000.00	\$4,695.00	\$5,294.50	\$4,695.00
\$2,200,000.01	\$2,300,000.00	\$4,845.00	\$5,469.50	\$4,845.00
\$2,300,000.01	\$2,400,000.00	\$4,995.00	\$5,644.50	\$4,995.00
\$2,400,000.01	\$2,500,000.00	\$5,145.00	\$5,819.50	\$5,145.00
\$2,500,000.01	\$2,600,000.00	\$5,295.00	\$5,994.50	\$5,295.00
\$2,600,000.01	\$2,700,000.00	\$5,445.00	\$6,169.50	\$5,445.00
\$2,700,000.01	\$2,800,000.00	\$5,595.00	\$6,344.50	\$5,595.00
\$2,800,000.01	\$2,900,000.00	\$5,745.00	\$6,519.50	\$5,745.00
\$2,900,000.01	\$3,000,000.00	\$5,895.00	\$6,694.50	\$5,895.00
\$3,000,000.01	\$3,100,000.00	\$6,045.00	\$6,869.50	\$6,045.00
\$3,100,000.01	\$3,200,000.00	\$6,195.00	\$7,044.50	\$6,195.00
\$3,200,000.01	\$3,300,000.00	\$6,345.00	\$7,219.50	\$6,345.00
\$3,300,000.01	\$3,400,000.00	\$6,495.00	\$7,394.50	\$6,495.00
\$3,400,000.01	\$3,500,000.00	\$6,645.00	\$7,569.50	\$6,645.00

		<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>Minimum Amount</b>	<b>Maximum Amount</b>	<b>NON-EAGLE® OWNER'S POLICY Rates</b>	<b>EAGLE® OWNER'S POLICY Rates</b>	<b>LOAN POLICY Rates</b>
\$3,500,000.01	\$3,600,000.00	\$6,795.00	\$7,744.50	\$6,795.00
\$3,600,000.01	\$3,700,000.00	\$6,945.00	\$7,919.50	\$6,945.00
\$3,700,000.01	\$3,800,000.00	\$7,095.00	\$8,094.50	\$7,095.00
\$3,800,000.01	\$3,900,000.00	\$7,245.00	\$8,269.50	\$7,245.00
\$3,900,000.01	\$4,000,000.00	\$7,395.00	\$8,444.50	\$7,395.00
\$4,000,000.01	\$4,100,000.00	\$7,545.00	\$8,619.50	\$7,545.00
\$4,100,000.01	\$4,200,000.00	\$7,695.00	\$8,794.50	\$7,695.00
\$4,200,000.01	\$4,300,000.00	\$7,845.00	\$8,969.50	\$7,845.00
\$4,300,000.01	\$4,400,000.00	\$7,995.00	\$9,144.50	\$7,995.00
\$4,400,000.01	\$4,500,000.00	\$8,145.00	\$9,319.50	\$8,145.00
\$4,500,000.01	\$4,600,000.00	\$8,295.00	\$9,494.50	\$8,295.00
\$4,600,000.01	\$4,700,000.00	\$8,445.00	\$9,669.50	\$8,445.00
\$4,700,000.01	\$4,800,000.00	\$8,595.00	\$9,844.50	\$8,595.00
\$4,800,000.01	\$4,900,000.00	\$8,745.00	\$10,019.50	\$8,745.00
\$4,900,000.01	\$5,000,000.00	\$8,895.00	\$10,194.50	\$8,895.00

**APPENDIX A  
ENDORSEMENT RATES**

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

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

Endorsements will be issued only if underwriting requirements are satisfied.

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

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

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



CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	11-06		Mortgage Modification	Owner - N/A Loan - 10% of Rate tied to the amount of insurance on Schedule A on the original loan policy based upon the current applicable Rate for Loan Policies up to 4 years, then 20% until 10 years, then full Rate	Owner - N/A Loan - 10% of Rate tied to the amount of insurance on Schedule A on the original loan policy based upon the current applicable Rate for Loan Policies up to 4 years, then 20% until 10 years, then full Rate
	Modified 11-06		Modified ALTA 11-06 - Mortgage Modification with Policy Date Down - Kansas	Owner - N/A Loan - 25% of Rate tied to the amount of insurance on Schedule A on the original loan policy based upon the current applicable Rate for Loan Policies up to 4 years, then 35% until 10 years, then full Rate, subject to a minimum Rate of \$250; if additional land (including easements and other interests) are added, an additional \$200 per tract or interest will be added to the Rate; any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at the tier level for the increased liability	Owner - N/A Loan - 25% of Rate tied to the amount of insurance on Schedule A on the original loan policy based upon the current applicable Rate for Loan Policies up to 4 years, then 35% until 10 years, then full Rate, subject to a minimum Rate of \$500; if additional land (including easements and other interests) are added, an additional \$200 per tract or interest will be added to the Rate; any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at the tier level for the increased liability

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

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

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

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

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

CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
	42-06		Commercial Lender Group	Owner - N/A Loan - N/A	Owner - N/A Loan - \$150
	45-06		Pari Passu Mortgage – Loan Policy	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
	46-06		Option	Owner - \$250 Loan - N/A	Owner - \$250 Loan - N/A
	JR1		ALTA JR 1	Owner - N/A Loan - \$0	Owner - N/A Loan - N/A
	JR2		JR2 Future Advance	Owner - N/A Loan - \$0	Owner - N/A Loan - N/A
100.7-06			CC&R's, Violations	Owner - \$150 Loan - N/A	Owner - \$150 Loan - N/A
100.8-06			CC&R's, Violations	Owner - \$150 Loan - N/A	Owner - \$150 Loan - N/A
100.23-06			Minerals, Surface Damage	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
100.24-06			Minerals, Surface Damage	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
102.4-06			Foundation	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
102.5-06			Foundation	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
103.4-06			Easement, Access to Public Street	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
103.7-06			Land Abuts Street	Owner - \$50 Loan - \$25	Owner - \$150 Loan - \$150
104.4-06			Collateral Assignment of Mortgage	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
105-06			Multiple Mortgage in One Policy	Owner - N/A Loan - \$150	Owner - N/A Loan - \$150
107.1-06			Allocation of Liability to Parcels	Owner - \$150 Loan - \$150	Owner - \$150 Loan - \$150
107.2-06			Increase Amount of Insurance	Owner - \$25 plus any increase in the amount of insurance shall be paid at current applicable Rate for Owner Policies at the tier level for the increased liability Loan - \$25 plus any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at the tier level for the increased liability	Owner - \$25 plus any increase in the amount of insurance shall be paid at current applicable Rate for Owner Policies at the tier level for the increased liability Loan - \$25 plus any increase in the amount of insurance shall be paid at current applicable Rate for Loan Policies at the tier level for the increased liability

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



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

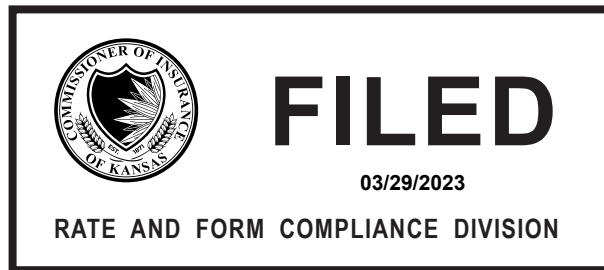
CLTA NO.	ALTA NO.	FA NO.	DESCRIPTION	RESIDENTIAL RATE	COMMERCIAL RATE
		EP 14	Energy Project - Minerals and Other Subsurface Substance	Owner - N/A Loan - N/A	Owner - * See Table below for Rates on Energy Project Endorsements Loan - * See Table below for Rates on Energy Project Endorsements
		EP 15	Energy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

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

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

**RADIAN SETTLEMENT SERVICES INC.**

**Kansas Escrow Fees and Charges**



**Effective April 1, 2023**

Radian Settlement Services Inc.

**KANSAS**

Schedule of Escrow Fees- Table B

This Schedule of Escrow Fees (“Schedule”) is for the use of Radian Settlement Services Inc. (the “Company”), its owned operations. All fees are charged on a per transaction basis and may be apportioned among the parties to the transaction in accordance with the instructions of the parties.

**Basic Escrow Services include the following:** notary fees and signing services; document preparation for one deed; electronic document download; receipt of incoming funds and issuance of disbursements, whether by check or wire transfer, including associated wire transfer fees for up to two wire transfers; two overnight deliveries, including delivery fees; ordering preliminary reports and title commitments; preparing closing statements; preparing escrow instructions; and preparing commission instructions.

**Basic Escrow Services do NOT include the following:** notary fees and signing services; check(s) returned for insufficient funds; interest bearing account set-up; preparation of notes and deeds of trust; preparation of a subordination; funds held in escrow over 180 days after close of escrow or estimated close of escrow; fees for services obtained from a third party (other than the Company) and not otherwise expressly stated in this Schedule; transfer tax or any other governmental fees or charges.

**1. PURCHASE ESCROW FEE**

The fee for Basic Residential Escrow Services for a Residential Purchase Transaction for all counties is a total of \$600.00, broken out \$300.00 Sellers and \$300.00 Buyers:

**2. SHORT SALE ESCROW FEE**

**SHORT SALE** means a purchase transaction where the proceeds of the sale are insufficient to satisfy any outstanding obligations secured by the subject property and one or more creditors or lenders agrees to accept less than the amount that is owed on the property in satisfaction of the outstanding loan or loan obligations.

The fee for Short Sale Escrow Services for a Short Sale Transaction, except as specifically stated below in this Schedule. All counties add \$200.00

**3. RESIDENTIAL REFINANCE FEE**

The fee for Residential Refinance Escrow Services for a Residential Refinance Transaction, except as specifically stated below in this Schedule. In all counties if the fee is bundled it will be \$525.00. If the fee is broke out it will be \$475.00 plus a \$150.00 signing fee.

**4. FEE FOR UNUSUAL SERVICES/SERVICES NOT SCHEDULED HEREIN:**

Additional Charges: Additional charges may be made when unusual conditions of title are encountered or when special or unusual risks are insured against. These additional charges may be made for special services rendered in connection with the issuance of a policy, the handling of an escrow or the performance of other service.

**5. HOME EQUITY ESCROW**

For escrow services rendered in connection with Home Equity Escrow transactions up to \$500,000, the bundled fee shall be \$250 (including signing, escrow disbursement and recording)

If not bundled the fees are as follows:

Signing (Notary)	\$150
Recording	\$40
Escrow Disbursement	\$100

**6. NEGOTIATED RATES**

Under certain circumstances, the company reserves the right to negotiate fees. Any such negotiated rate agreement must be approved by an officer of the company and signed by the company and the client. A copy of said agreement shall be retained in the files of the company.

**Radian Title Insurance Inc.**

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

**RADIAN TITLE INSURANCE INC.**



**Radian Title Insurance Inc.**

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SECTION 7: SUPPLEMENTAL CHARGES AND FORMS

## **SECTION 1: GENERAL PROVISIONS AND DEFINITIONS**

**GP-1.** The general provisions, rules, rates and forms contained herein are in compliance with applicable Kansas statutes.

**GP-2.** The effective date of the general provisions, rules and rates is July 23, 2019.

**GP-3.** The rates set forth apply to the entire State of Kansas. Rates as set forth herein are “non-inclusive” and may be a portion of any overall retail rate made by an agent of the Company. The rates in Sections 2 and 3 do not include any charge made closing or escrow services performed by title insurance agents or qualified abstractors. Charges made for such services are in addition to the rates and charges set forth in Sections 2 and 3 herein.

**GP-4.** Nothing herein shall be construed as indemnification against improper acts or omissions of a person with regard to escrow or settlement services.

**GP-5.** Nothing herein shall be construed as affecting the Insurer's absolute right to decline to insure any risk it deems in its sole discretion, to be unacceptable.

**GP-6.** If the form of commitment or policy to be issued would otherwise afford protection against adverse condition(s) as revealed by an underwriting analysis and study of a specific risk, which adverse condition(s) would otherwise render the risk unacceptable to the underwriter, the commitment or policy may, nevertheless, be issued with specific exception to the unacceptable condition(s) without rate credit or additional charge, except such as may be otherwise provided in this manual of rates.

**GP-7. DEFINITIONS:** As used herein the following terms shall have the meaning set forth as follows:

(a) Land, Premises or Property: Unless otherwise set forth in the policy of title insurance, the land described, specifically or by reference, and improvements affixed thereto which by law constitute real property.

(b) Mortgage: Mortgage, Deed of Trust, Trust Deed, or other security instrument relating, at least in part, to Land.

(c) Insured: The person named in the policy of title insurance, as the insured or guaranteed party, as the case may be.

(d) Insurer: Radian Title Insurance Inc.

(e) Full value of land: Actual purchase price or, if no sale is involved, full fair market value as may be agreed upon between the Company and the proposed insured based on normally accepted methods of valuation.

(f) Full value of leasehold estates: The aggregate of the rentals payable under the primary term of the lease or the full value of the land, whichever is less.

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- (g) **Full principal debt:** That part of the mortgage debt that is secured by land, excluding therefrom that part of the debt, if any, secured by personal property.
- (h) **Identical land:** The land or any part thereof described in a policy of title insurance.
- (i) **Simultaneous issue:** Two or more policies issued on identical land out of the same transaction. The effective dates of the policies do not have to be the same in order to qualify for a simultaneous issue; however, if the effective dates are not the same, such policies must have been able to have been issued the same day.
- (j) **Rate:** That premium cost per unit of insurance resulting in the charge for the risk assumed.
- (k) **Applicable Rate:** That rate, being the Original Rate, the Reissue Rate or the Refinance Rate, to be charged with respect to new policies or Endorsements in accordance with the provisions of the appropriate Rate Rules.
- (l) **Original Rate:** The Rate then in effect for new policies or endorsements issued without regard to or application of any credits, discounts or reductions for reissue, refinance, simultaneous issue or otherwise circumstances which lower such rate.
- (m) **Reissue Rate:** That rate charged to new policies or qualifying endorsements or portions of amounts of new policies or endorsements, to the extent such policies or endorsements qualify for Reissue Rates under applicable Rate Rules.
- (n) **Refinance Rate:** That rate charged to policies or endorsements qualifying for Refinance Rates under applicable Rate Rules.
- (o) **Residential Property:** Property in which the owner resides or intends to reside and consists of any of the following: (i) Land improved by a one to four family residential structure with all improvements on the land related to residential use; (ii) unimproved land located within a residential subdivision; or (iii) a residential condominium unit.
- (p) **Effective Date:** The date approved by the Kansas Department of Insurance for the implementation of new or amended rate and form filings for new title orders received on or after said date.
- (q) **Company:** Radian Title Insurance Inc.
- (r) **Agent:** A person, firm, association, corporation, limited liability company, or partnership expressly authorized by written contract with the Company to solicit risks, collect fees, and prepare commitments and / or title insurance policies on its behalf and licensed by the Kansas Department of Insurance.
- GP-8** Rates set forth herein for policies do not include endorsements, which may bear additional rates. No policy or endorsement shall be issued for a rate less than a stated minimum rate or minimum premium notwithstanding any rate rule regarding reissue, refinance or simultaneous issue.

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**GP-9 Methods of Operation.** The Company operates under two methods of operations, as follows:

(a) "Company Procedure." Under the procedure, Company examines title and issues a commitment and/or policy or policies. The closing is conducted by Company or an independent settlement agent. The Applicable Rate for policies issued under this procedure is set forth under the applicable rate rules denoted as "Cost per \$1,000 - Company Procedure".

(b) "Agent Procedure." Under this procedure the agent examines title and conducts the closing and issues a commitment and / or policy or policies. The Applicable rate for policies issued under this procedure is set forth under the applicable rate rules denoted as "Cost per \$1,000 - Agent Procedure".

**GP-10** Whenever a Rate Rule does not denote a different Rate for the Company Procedure and the Agent Procedure, the Rate contained in that Rate Rule shall apply to both the Company Procedure and the Agent Procedure.

**SECTION 2: SCHEDULE OF RATE AND RULES FOR TITLE INSURANCE POLICIES**

**PR-1 ORIGINAL TITLE INSURANCE RATE FOR OWNER'S OR LEASEHOLD OWNER'S POLICIES.**

An Owner's Policy insuring fee simple estate will not be issued for less than the insured's interest in the full value of the land. An Owner's Policy, endorsed to insure a leasehold estate, will not be issued for less than the full value of the leasehold estate.

The following Original Rate applies for Standard Owner's Policies. Rule PR-1.1 below applies to the Homeowner's Policy of Title Insurance:

Policy Amount	Agent Procedure	Company Procedure
	Cost Per \$1,000	
Up to and Including \$50,000 add	\$3.50	\$2.28
From \$50,001 Up to and Including \$100,000 add	\$3.00	\$1.95
From \$100,001 Up to and Including \$500,000, add	\$2.50	\$1.75
From \$500,001 Up to and Including \$10,000,000, add	\$2.00	\$1.50
From \$10,000,001 Up to and Including \$15,000,000, add	\$1.50	\$1.25
From \$15,000,001 And Over, add	\$1.25	\$1.00

**PR-1.1 ORIGINAL TITLE INSURANCE RATE FOR HOMEOWNER'S POLICY OF TITLE INSURANCE**

The Original Rate applicable for the Homeowner's Policy of Title Insurance shall be the rate calculated under Rule PR-1 above plus ten percent (10%). This Policy can only be issued in connection with one-to-four family residential property or an individual condominium unit.

If the transaction qualifies for a reissue rate under Rule PR-4 and the prior policy is a standard Owner's Policy, the reissue credit shall be calculated based on Standard Owner's Policy rates currently in effect. If the prior policy is a Homeowner's Policy, the reissue credit is calculated based on Homeowner's Policy rates currently in effect.

**PR-2 SIMULTANEOUS ISSUANCE OF FEE OWNER'S AND LEASEHOLD OWNER'S POLICIES OR LEASEHOLD ENDORSEMENTS**

When Fee Owner's and Leasehold Owner's Policies covering identical land are issued simultaneously, the Original Rate for the Owner's Policy shall be the applicable owner's rate. The Original Rate for the Leasehold Policy or Leasehold Endorsement so simultaneously issued shall be 30% of the rate for the Owner's Policy up to the amount of the Owner's Policy, the minimum premium being \$50.00. The rate on the amount of the Leasehold Policy in excess of the Owner's Policy is the Original Rate for Owner's Policy in the applicable bracket or brackets for such excess amount.

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**PR-3 SIMULTANEOUS ISSUANCE OF TWO OWNER'S POLICIES INSURING THE FEE TITLE**

In cases where simultaneous issue Owner's Policies having the same face amount of liability are issued to the purchaser and the seller, the first policy shall be issued for the applicable owner's rates and the second policy will be issued for an additional 30% of the Original Rate. The minimum premium for each policy shall be \$50.00.

**PR-4 REISSUE RATE APPLICABLE FOR FEE OWNER'S OR LEASEHOLD OWNER'S POLICIES**

Provided that the transaction qualifies for reissue rate as provided hereinafter and provided, further, that the Company is notified that a prior policy has been issued by a title insurance company licensed in Kansas and is furnished a copy of said policy or other information sufficient to enable the Insurer to identify said prior policy upon which reissue is requested, the new policy will be issued for sixty percent (60%) of the Original Rate for Owner's Policies. If otherwise applicable, the reissue rate shall 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 amount in excess shall be the Original Rate under the applicable bracket or brackets for such excess amount.

The minimum premium for any policy shall be \$50.00 for Standard Owner's Policies and \$55.00 for Homeowner's Policies.

Reissue rate is applicable in the following circumstances:

- (a) If the seller or lessor is an insured under an Owner's Policy of title insurance, and said policy has been outstanding for less than ten (10) years, a new policy may be issued to the new purchaser or lessee for the reissue rate stated above, up to the face amount of the previous policy. Any insurance in excess of the prior policy will be provided at the Original Rate in the applicable bracket or brackets for such excess amount. Such rate shall not apply to an insured lessee applying for an Owner's Policy. See Section 5 hereafter.
- (b) When the insured under a Loan Policy of title insurance acquires title by foreclosure or by voluntary conveyance in extinguishment of debt, such insured or the designee for the benefit of such insured shall be entitled to the reissue rate for Owner's Policy of title insurance up to an amount equal to the face amount of the prior Loan Policy of title insurance. Any insurance required in excess of the prior Loan Policy of title insurance will be provided at the Original Rate for Owner's Policy for any excess amount.

**PR-5 RATE APPLICABLE FOR OWNER'S POLICY ISSUED TO INSURED UNDER LEASEHOLD OWNER'S POLICY**

When an insured, under a Leasehold Owner's Policy or Owner's Policy with Leasehold Endorsement, or an Insured Land Contract Vendee under an Owner's Policy purchases the land within ten years after issuance of a Leasehold Owner's Policy, he may be issued a Fee Owner's Policy in an amount up to the face amount of the prior policy at 70% of Original Rate for Owner's Policy.

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If the Fee Owner's Policy is not issued within ten years of issuance of the prior policy, then the Fee Owner's Policy shall be 80% of the Original Rate for Owner's Policy to the extent that the amount of liability thereunder does not exceed the liability under the prior policy.

To the extent that the prior policy coverage exceeds the Leasehold coverage, the rate shall be the Original Rate within the applicable bracket or brackets for the excess amount.

**PR-6 RATE FOR SIMULTANEOUS ISSUANCE OF OWNERS AND LOAN POLICIES**

When simultaneous issue of Owner's and Loan Policies covering identical land are issued, the combined rate for the simultaneously issued policies shall be the applicable Owners Rate plus \$75.00 for each Loan Policy issued, provided that the Loan Policy (or if more than one Loan Policy is issued, then the aggregate amount of the Loan Policies) does not insure in an amount in excess of the Owner's Policy.

When the total of the insurance for the lender policy or policies exceeds the insurance of the owner, the rate for such excess shall be the Original Rate in the applicable bracket or brackets for such excess amount. To qualify for simultaneous issuance rate, the mortgagor in the mortgage, the lien of which is insured by the Loan Policy, must be one and the same legal entity as the owner insured by the Owner's Policy.

**PR-7 RESERVED**

**PR-8 ORIGINAL TITLE INSURANCE RATE FOR LOAN POLICIES AND LEASEHOLD LOAN POLICIES**

A Loan Policy shall be issued for the full principal debt or such other amount as Agreed upon between the Insurer and the proposed Insured based upon the value the proposed insured has allocated to the land in good faith under normally accepted lending practices. A policy may, however, be issued for an amount in excess of the principal debt to cover interest, foreclosure costs, etc.

Unless expressly stipulated to the contrary by endorsement to the policy, liability under a Loan Policy expires with the payment or the satisfaction of the mortgage described in the policy, except when satisfied by foreclosure or other lawful means of acquiring title in settlement of the mortgage debt. A new mortgage given to renew an old mortgage debt, whether or not originally covered by insurance, is a new transaction, creating new liability, and if insured, carries the Original Rate, unless it falls within the classification of "Reissue Title Insurance Rate for Loan Policies," or "Title Insurance Rate for Loan Policies on Refinance Loans."

The following Original Rate applies for Standard Loan Policies or Standard Short Form Loan Policies whether the policy covers a first mortgage, or a mortgage other than a first mortgage:

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**STANDARD LOAN POLICIES AND STANDARD SHORT FORM LOAN POLICIES**

<b>Policy Amount</b>	<b>Agent Procedure</b>	<b>Company Procedure</b>
	<b>Cost Per \$1,000</b>	
Up to and Including \$50,000 add	\$2.50	\$1.63
From \$50,001 Up to and Including \$100,000 add	\$2.00	\$1.30
From \$100,001 Up to and Including \$500,000, add	\$1.75	\$1.14
From \$500,001 Up to and Including \$10,000,000, add	\$1.50	\$0.98
From \$10,000,001 Up to and Including \$15,000,000, add	\$1.25	\$0.81
From \$15,000,001 And Over, add	\$1.00	\$0.65

**PR-8.1 ORIGINAL TITLE INSURANCE RATE FOR EXPANDED COVERAGE RESIDENTIAL LOAN POLICY**

The Original Rate applicable for either the Expanded Coverage Residential Loan Policy or the Short Form Expanded Coverage Residential Loan Policy shall be the rate calculated under Rule PR-8 above, plus 10 percent (10%). This Policy can only be issued in connection with one to-four family residential property or an individual condominium unit.

If the transaction qualifies for a reissue rate under PR-9 and the prior policy is a standard Owner's Policy, the reissue credit shall be calculated based on Standard Loan Policy rates currently in effect. If the prior policy is an Expanded Coverage Residential Loan Policy, the reissue credit is calculated based on rates currently in effect.

**PR-9 REISSUE TITLE INSURANCE RATE LOAN POLICIES**

When the owner of land on which application is made for a Loan Policy has had the title to such land insured in said owner by an owner's title insurance policy issued within ten (10) years of the date of the application for a Loan Policy, such owner shall be entitled to a reissue rate of sixty percent (60%) of the Original Rate Loan Policy up to the face amount of such Owner's Policy, provided that the owner-applicant provides a copy of said Owner's Policy or such other information to enable the Insurer to verify the representations made.

If the amount of insurance required under the Loan Policy is in excess of the original Owner's Policy, the rate for the excess shall be the Original Rate for the Loan Policy in the applicable bracket or brackets for such excess amount.

**PR-10 TITLE INSURANCE RATE FOR REFINANCE (SUBSTITUTION) LOANS**

When a refinance loan is made to the same borrower on the same land, the following rate will be charged for issuing a policy in connection with the new loan on so much of the amount of the new policy as represents the unpaid principal balance secured by the original loan; provided the Insurer is given a copy of the prior policy, or other information sufficient to enable the Insurer



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to identify such prior policy upon which reissue is requested, and the amount of the unpaid principal balance secured by the original loan:

<b>AGE OF THE ORIGINAL LOAN POLICY</b>	<b>RATES</b>
Under 3 years	30% of Original Rates
From 3 years to 4 years	40% of Original Rates
From 4 years to 5 years	50% of Original Rates
From 5 years to 6 years	60% of Original Rates
From 6 years to 7 years	70% of Original Rates
From 7 years to 8 years	80% of Original Rates
8 years or over	100% of Original Rates

The rate for the difference between the unpaid principal balance of the original loan and the amount of the new loan shall be the Original rate in the applicable bracket or brackets for such additional amount. Minimum premium shall be \$50.00.

**Centralized Refinance Rates I and II:**

**Centralized Refinance Rate I**

This rate is inclusive of any search and examination fees, except where prohibited by state statute, and does not apply to commercial, multifamily or construction loans.

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 the request of the lender at the time of policy issuance: ALTA 4-06, ALTA 5-06, ALTA 6-06, ALTA 7-06, ALTA 8.1-06 and ALTA 9-06.

a. For 1-4 family residential loan transactions originated by institutional lenders, which refinance existing institutional lender mortgages, and are processed by the Company's authorized agents or direct operations, where orders are placed electronically by the originating lender and processed and delivered through an electronic order management platform and an ALTA Loan Policy, an ALTA Short Form Residential Loan Policy or a Master Residential Loan Policy is issued allowing for generic exceptions, the following rates apply:

\$0 - \$300,000	\$345.00
\$300,001 - \$600,000	\$450.00
\$600,001 - \$800,000	\$580.00
\$800,001 - \$1,000,000	\$640.00
\$1,000,001 - \$1,300,000	\$770.00
\$1,300,001 - \$1,500,000	\$895.00

**Centralized Refinance Rate II:**

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The program is only applicable when a loan policy of title insurance is issued on loan transactions encumbering one-to-four family residential properties, not to exceed a liability of \$1,500,000, processed by Radian Title Insurance Inc. or an appointed Agent with similar capabilities (has centralized order processing and tracking capabilities), pursuant to a written agreement with Radian Title Insurance Inc.\*, which specifies, among other matters, a maximum cancellation rate and the methods of order opening and tracking.

The order must be opened electronically, by or through a lender that is fully integrated through a platform approved by Company, and must be capable of placing orders, receiving status, communicating, and receiving documents through the integration. Escrow functions must be provided and performed by Company or an agent with similar capabilities. All parties must agree to accept a basic Commitment used in anticipation of the Lender Policy that provides for generic exceptions in regard to Taxes and Assessments, Easements, and Covenants, Conditions and Restrictions. 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.

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 the request of the lender at the time of policy issuance: ALTA 4-06, ALTA 5-06, ALTA 6-06, ALTA 7-06, ALTA 8.1-06 and ALTA 9-06.

Provided that the lender or mortgage broker meets the required minimum of three hundred\*\* (300) monthly title order openings ordered through Radian Title Insurance Inc. or an appointed Agent or a comparable Agency, the following rates will apply:

<b>Centralized Refinance Rate II</b> Minimum 300 orders per month	
Liability	Premium
\$0 - \$300,000	\$300
\$300,001 - \$600,000	\$400
\$600,001 - \$800,000	\$525
\$800,001 - \$1,000,000	\$625
\$1,000,001 - \$1,300,000	\$725
\$1,300,001 - \$1,500,000	\$825

\*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.

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\*\*This requirement may be waived with management approval.

**PR-11 EXTENSION LOAN RATE FOR LOAN POLICIES**

When the indebtedness secured by a mortgage on real property, the title to which has previously been insured, is renewed by an extension agreement, a new policy or endorsement for the existing policy, furnishing coverage up to and including the date of the recording of the extension agreement will be issued at the following rates:

	<b><u>Per Thousand</u></b>
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.

**PR-12 COMMITMENTS TO INSURE**

This is a contract to issue the proposed insured a policy subject to certain terms and requirements. It is not an opinion or report of title. The commitment is effective for a period of six months, but may be extended from time to time for a period not to exceed eighteen months. No further extension may thereafter be granted without the consent of the Kansas Department of Insurance. There is no charge for issuance of a Commitment.

**PR-13 EXTENDED COVERAGE POLICY CHARGES**

An extended coverage policy may be issued by removing one or more of the standard exceptions upon fulfillment of the requirements of the Company. An extended coverage policy may be issued without additional charge or at a rate commensurate with the risk assumed and determined by the Company, but not to exceed \$.35/thousand for each standard exception removed.

**PR-12 MASTER MORTGAGEE HOME EQUITY POLICY (MMHEP)**

The Master Mortgagee Home Equity Policy (MMHEP) is intended to be issued to institutional lenders for home equity and other junior mortgage loans where the lender does not require either full ALTA Loan Policy or ALTA Junior Loan Policy coverage. The policy can only be issued with loans not recorded in first lien position on one-to-four family residential properties held in fee simple, including condominiums and planned unit developments. Once the lender's loan program has been approved by the Company, the lender will be issued a Master Policy. Only one such policy needs to be issued to an insured lender. Subsequently, each loan transaction to be covered under the Master Policy will be included by the issuance of a Certificate of Coverage. Each Certificate of Coverage will insure, under the terms of the Master Policy, in an amount equal to the full principal debt of said loan.

The following Original Rate applies for each Certificate of Coverage issued, rounded up to the nearest \$1.00, with a maximum loan amount not to exceed \$500,000.00.

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CERTIFICATE COVERAGE AMOUNT	PREMIUM
\$0 - \$100,000	\$45
\$100,001 - \$250,000	\$65
\$250,001 - \$500,000	\$125

(Premium does not include search and escrow unless a separate fee is prohibited by law)

**SECTION 3: SCHEDULE OF RATES AND RULES FOR ENDORSEMENTS**

GENERAL – The Rate for an endorsement set forth in this Manual shall be charged each time an endorsement is attached to a policy regardless of the number of policies issued in a particular transaction; provided, however, the rates for endorsements priced as a percentage shall only be made once in transactions where multiple loan policies are issued in accordance with PR-3.

**ER-1 STREET ASSESSMENTS (ALTA FORM 1-06)**

This endorsement insures the insured mortgagee under a Loan Policy that there are no street improvements under construction or completed which at the date of the issuance of the policy have resulted in a lien that is prior or at a later date may be prior to the lien of the insured mortgage. The rate for this endorsement coverage shall be \$25.00.

**ER-2 TRUTH IN LENDING (ALTA FORM 2-06)**

This endorsement may be issued in connection with a Loan Policy to protect the insured lender against rescission under the Federal Truth in Lending Act. The rate for this endorsement shall be 10% of the Original Rate for Loan Policies as set out in Rule PR-8 hereof, for the policy to which it is attached.

**ER-3 ZONING (ALTA FORM 3-06)**

This Endorsement may be issued in connection with a Loan Policy or Owner's Policy and insures the insured against an adverse final court decree which prohibits the use or uses specified in the endorsement as allowed under the applicable zoning ordinances. The rate for this endorsement is twenty percent (20%) of the Original Rate and is in addition to the policy premiums.

**ER-3.1 ZONING-COMPLETED STRUCTURE (ALTA FORM 3.1-06)**

This Endorsement provides the insured under a Loan Policy or Owner's Policy the identical coverage as provided in the ER-3 Zoning Endorsement and, in addition, provides coverage against forced removal or alteration of any structure because of a final court order finding that the applicable zoning ordinances have been violated with respect to: (i) area, width or depth of land as a building site; (ii) floor space area; (iii) building setback; (iv) height of the structure or (v) number of parking spaces. The rate for this endorsement is twenty percent (20%) of the Original Rate for Residential Property and fifteen percent (15%) for non-residential property and is in addition to the policy premiums.

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**ER-4 CONDOMINIUM - LOAN POLICY (ALTA FORM 4-06)**

This endorsement insures the insured under a Loan Policy against a number of risks with respect to the condominium regime and documentation when attached to a policy in which the insured land is a condominium unit together with its percentage interest in the common area. The rate for this endorsement is \$25.00.

**ER-4.1 CONDOMINIUM - OWNER'S POLICY (ALTA FORM 4.1-06)**

This endorsement insures the insured under an Owner's Policy against a number of risks with respect to the condominium regime and documentation when attached to a policy in which the insured land is a condominium unit together with its percentage interest in the common area. The rate for this endorsement is \$25.00.

**ER-5 PLANNED UNIT DEVELOPMENT (ALTA FORM 5-06)**

This endorsement affords multiple forms of coverage to an insured under a Loan Policy when attached to a policy in which the insured land is a Planned Unit Development. The rate for this endorsement is \$25.00.

**ER-5.1 PLANNED UNIT DEVELOPMENT (ALTA FORM 5.1-06)**

This endorsement affords multiple forms of coverage to an insured under an Owner's Policy when attached to a policy in which the insured land is a Planned Unit Development. The rate for this endorsement is \$25.00.

**ER-6 VARIABLE RATE (ALTA FORM 6-06)**

The variable rate mortgage endorsement may be issued in connection with a Loan Policy of title insurance that insures a variable rate mortgage. The rate for the endorsement is \$25.00.

**ER-6.1 VARIABLE RATE (ALTA FORM 6.1-06)**

The variable rate mortgage endorsement may be issued in connection with a Loan Policy of title insurance where it is necessary for the lender to comply with certain statutes or regulations concerning variable rate mortgages. The rate for the endorsement is \$25.00.

**ER-6.2 VARIABLE RATE (ALTA FORM 6.2-06)**

The variable rate mortgage negative amortization endorsement may be issued in connection with a Loan Policy of title insurance that insures a variable rate mortgage securing a loan in which the unpaid principal balance increases as the result of the addition of unpaid interest. The rate for the endorsement is \$25.00.

**ER-7 MANUFACTURED HOUSINGm(ALTA FORM 7-06)**

The manufactured housing unit endorsement may be issued in connection with an Owner's or Loan Policy of title insurance where the land described in the policy is improved with a manufactured housing unit. The rate for the endorsement is \$25.00.

**ER-7.1 MANUFACTURED HOUSING - CONVERSION, LOAN POLICY (ALTA FORM 7.1-06)**

This manufactured housing unit endorsement may be issued in connection with a Loan Policy of title insurance where the land described in the policy is improved with a manufactured housing unit, and provides affirmative coverage as to the location of the unit on the land; the ownership of both the unit and land; the absence of personal property liens on the unit; and further insures the enforceability of the mortgage against the land in a single foreclosure proceeding. The rate for the endorsement is \$25.00.

**ER-7.2 MANUFACTURED HOUSING - CONVERSION, OWNER'S POLICY (ALTA FORM 7.2-06)**

This manufactured housing unit endorsement may be issued in connection with an Owner's Policy of title insurance where the land described in the policy is improved with a manufactured housing unit, and provides affirmative coverage as to the location of the unit on the land; the ownership of both the unit and land; and the absence of personal property liens on the unit. The rate for the endorsement is \$25.00.

**ER-8.1 ENVIRONMENTAL PROTECTION LIENS (ALTA FORM 8.1-06)**

This endorsement may be issued only in connection with loan policies issued on residential property and insures the priority of the mortgage lien against existing or subsequently recorded federal or state environmental protection liens, except with respect to environmental protection provided for by certain statutes identified in the endorsement. The rate for this endorsement is \$50.00.

**ER-9 RESTRICTIONS, ENCROACHMENTS, MINERALS, LOAN POLICY (ALTA FORM 9-06)**

This endorsement offers the insured under a Loan Policy a variety of additional affirmative coverages including, but not limited to, insurance that there are no covenants, conditions or restrictions under which the lien of the mortgage can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired; insurance against present violations of covenants, conditions or restrictions; and insurance against encroachments and against damage to existing improvements which encroach upon easement areas or damage resulting from the right to use the surface of the land for the extraction of minerals. The rate for this endorsement is \$25.00.

**ER-9.1 RESTRICTIONS, ENCROACHMENTS, MINERALS, OWNER'S POLICY, UNIMPROVED LAND (ALTA FORM 9.1-06)**

This endorsement offers the insured under an Owner's Policy insuring unimproved land a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to buildings constructed on the land after the date of the policy from the exercise of the

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right to extract or develop minerals. The rate for this endorsement is \$40.00 for residential land and twenty percent (20%) of the original rate for commercial land.

**ER-9.2 RESTRICTIONS, ENCROACHMENTS, MINERALS OWNER'S POLICY, IMPROVED LAND (ALTA FORM 9.2-06)**

This endorsement offers the insured under an Owner's Policy insuring improved land a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to existing buildings resulting from the exercise of a right of easement or a right to extract or develop minerals. The rate for this endorsement is \$40.00 for residential land and twenty percent (20%) of the original rate for commercial land.

**ER-9.3 RESTRICTIONS, ENCROACHMENTS, MINERALS, LOAN POLICY (ALTA FORM 9.3-06)**

This endorsement offers the insured under a Loan Policy a variety of additional affirmative coverages including, but not limited to, insurance that there are no covenants, conditions or restrictions under which the lien of the mortgage can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired; insurance against present violations of covenants, conditions or restrictions; and insurance against encroachments and against damage to existing improvements which encroach upon easement areas or damage to improvements, including lawn, shrubbery or trees, located on the land on or after the date of policy, resulting from the right to use the surface of the land for the extraction of minerals. The rate for this endorsement is \$25.00.

**ER-9.4 RESTRICTIONS, ENCROACHMENTS, MINERALS, OWNER'S POLICY, UNIMPROVED LAND (ALTA FORM 9.4-06)**

This endorsement offers the insured under an Owner's Policy insuring unimproved land a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to improvements, other than lawn, shrubbery or trees, constructed on the land after the date of the policy from the exercise of the right to extract or develop minerals. The rate for this endorsement is \$40.00.

**ER-9.5 RESTRICTIONS, ENCROACHMENTS, MINERALS, OWNER'S POLICY, IMPROVED LAND (ALTA FORM 9.5-06)**

This endorsement offers the insured under an Owner's Policy insuring improved land a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against

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damage to improvements, other than lawn, shrubbery or trees, located on the land on or after the date of the policy from the exercise of the right to extract or develop minerals. The rate for this endorsement is \$40.00 for residential land and twenty percent (20%) of the original rate for commercial land.

**ER-10 ASSIGNMENT (ALTA FORM 10-06)**

This endorsement insures the named assignee of a mortgage insured under a Loan Policy against loss or damage resulting from (i) the failure of the referenced assignment to vest title of the insured mortgage in the insured assignee, or (ii) any modification or release recorded prior to date of endorsement. The rate for this endorsement is \$25.00.

**ER-10.1 ASSIGNMENT AND DATE DOWN (ALTA 10.1-06)**

This endorsement insures the named assignee of a mortgage insured by a Loan Policy as in Rule 4.10 above but also insures against certain matters recorded between the date of policy and the date of endorsement. The rate for this endorsement is \$25.00.

**ER-11 MORTGAGE MODIFICATION (ALTA FORM 11-06)**

This endorsement insures the insured under a Loan Policy against loss or damage, as defined in the endorsement, arising from the invalidity of a lien of the insured mortgage resulting from modification of the insured mortgage. The rate for this endorsement is ten percent (10%) of the original rate, with a minimum rate of \$25.00.

**ER-11.1 MORTGAGE MODIFICATION WITH SUBORDINATION (ALTA FORM 11.1-06)**

This endorsement insures the insured under a Loan Policy against loss or damage, as defined in the endorsement, arising from the invalidity of a lien of the insured mortgage resulting from modification of the insured mortgage when there is a subordination of an existing lien. The rate for this endorsement is fifty cents (\$0.50) per thousand of the unpaid balance of the mortgage. Minimum rate is \$100.00.

**ER-12 AGGREGATION (ALTA FORM 12-06)**

This endorsement amends Section 7 of the conditions and stipulations of the Loan Policy to provide that the amount of insurance available to cover liability for loss or damage under the policy shall be the aggregate of the amount of insurance under the Ohio policy or policies and any other policy identified in the endorsement, subject to a maximum stated amount.

**ER-13 LEASEHOLD-OWNER'S (ALTA FORM 13-06)**

This endorsement modifies and supplements the conditions and stipulations of the Owner's Policy when the estate insured is a leasehold estate. No additional premiums or rates are applicable over and above the applicable premiums for the Owner's Policy.

**ER-13.1 LEASEHOLD-LENDER'S (ALTA FORM 13.1-06)**



**Radian Title Insurance Inc.**

This endorsement modifies and supplements the conditions and stipulations of the Loan Policy when the security covered by the insured mortgage is a leasehold estate. No additional premiums or rates are applicable over and above the applicable premiums for the Loan Policy.

**ER-14 FUTURE ADVANCE – PRIORITY (ALTA FORM 14-06)**

This endorsement provides coverage to a lender for loss the lender might sustain in the event a future advance does not have the same priority as the original mortgage as though the advance had been made at the time the mortgage was made. It also covers the lender's loss if each advance does not create a valid and enforceable lien on the title secured by the insured mortgage and the lender's loss sustained resulting from invalidity or unenforceability of the insured mortgage because of re-advance and repayments of the mortgage, lack of an outstanding indebtedness before any advance, and failure of the lender to comply with the requirements of state law to secure the advances. It also includes ALTA Form 6 endorsement coverage.

The rate for this endorsement is 25% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a fixed, non-revolving portion, the rate charged for this endorsement shall apply only to the revolving, future advance portion of the indebtedness. In the event that the proceeds of the mortgage insured by the policy to which this endorsement is attached are intended to finance the construction of improvements on the Land described in the policy, an additional rate of 10% of the Original Rate shall be added to the rate set forth above in this rule.

**ER-14.1 FUTURE ADVANCE – KNOWLEDGE (ALTA FORM 14.1-06)**

This endorsement is very similar to the Form 14 endorsement but is available for loans under which the loan documents provide that the lender has the option of not making an advance for any reason. The coverage is identical to the Form 14 except that there is an additional exclusion from coverage for loss due to intervening liens of which the lender has actual knowledge at the time of making an advance.

The rate for this endorsement is 20% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a fixed, non-revolving portion, the rate charged for this endorsement shall apply only to the revolving, future advance portion of the indebtedness. In the event that the proceeds of the mortgage insured by the policy to which this endorsement is attached are intended to finance the construction of improvements on the Land described in the policy, an additional rate of 10% of the Original Rate shall be added to the rate set forth above in this rule.

**ER-14.2 FUTURE ADVANCE-LETTER OF CREDIT (ALTA FORM 14.2-06)**

**Radian Title Insurance Inc.**

This endorsement is similar to the Form 14 endorsement but is appropriate to be used when the insured mortgage secures repayment of future advances made under a letter of credit, surety agreement (bond), or reimbursement agreement.

The rate for this endorsement is 20% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a fixed, non-revolving portion, the rate charged for this endorsement shall apply only to the revolving future advance portion of the indebtedness.

In the event that the proceeds of the mortgage insured by the policy to which this endorsement is attached are intended to finance the construction of improvements on the Land described in the policy, an additional rate of 10% of the Original Rate shall be added to the rate set forth above in this rule.

**ER-14.3 FUTURE ADVANCE-REVERSE MORTGAGE (ALTA FORM 14.3-06)**

This endorsement is similar to the Form 14 endorsement but is available for loans under reverse mortgage agreements in which the mortgagors must be at least 62 years of age at the date of policy. The coverage is also similar to the Form 14.1 in that there is an additional exclusion from coverage for loss due to intervening liens of which the lender has actual knowledge at the time of making an advance.

The rate for this endorsement is 20% of the Original Rate for Loan Policies as set forth in Rule PR-8 hereof, for the policy to which it is attached and is in addition to the policy premium. In the event, however, that the policy to which this endorsement is attached insures a mortgage which secures an indebtedness which has both a revolving, future advance portion and a nonrevolving portion, the rate charged for this endorsement shall apply only to the revolving, future advance portion of the indebtedness, provided however, that in any event, the minimum rate for this endorsement is \$250.00.

**ER-15 NONIMPUTATION-FULL EQUITY TRANSFER (ALTA FORM 15-06)**

This endorsement may be issued in connection with a new Owner's Policy that insures title in the existing entity that owns the land but said owning entity is losing all of its partners, members, or shareholders (prior equity holders) and gaining new equity holders in a full equity transfer of the entity. This endorsement puts the incoming equity holders in a similar position to a bona fide purchaser without knowledge of any prior unknown acts of the entity or knowledge of its prior equity holders which may affect title by providing that such prior acts or knowledge will not be imputed to the insured entity.

The rate for this endorsement is 15% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$150.00.

**ER-15.1 NONIMPUTATION-ADDITIONAL INSURED (ALTA FORM 15.1-06)**

**Radian Title Insurance Inc.**

This endorsement may be issued to an existing Owner's Policy insuring title in both the owning entity and a new partner, member or shareholder (new equity holders) of the insured entity which new equity holder may be added as an insured under the existing Owner's Policy. Under this endorsement, existing knowledge, acts, or inaction of the entity and its other partners, members, or shareholders (existing equity holder(s)), up to the date of the policy, that may affect title and have not been disclosed to the new equity holder(s) will not be imputed to the new equity holder(s) as additional insureds.

The rate for this endorsement is 15% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$150.00

**ER-15.2 NONIMPUTATION-PARTIAL EQUITY TRANSFER (ALTA FORM 15.2-06)**

This endorsement may be issued with a new Owner's Policy in a transaction where an incoming partner, member, or shareholder (new equity holder) is purchasing an equity interest in the entity that holds title to the land and the new equity holder is requesting its own Owner's Policy which excludes liability for the undisclosed pre-existing knowledge, acts or inaction of the entity and its other partners, members, or shareholders.

The rate for this endorsement is 15% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium. The minimum rate for this endorsement is \$150.00.

**ER-16 MEZZANINE FINANCING (ALTA FORM 16-06)**

This endorsement may be issued to either an existing Owner's Policy or a new Owner's Policy showing title vested in an entity and naming that entity as insured in a transaction in which there is also a mezzanine loan being made to the partners, members, or shareholders (equity holders) of the owning entity secured by a pledge of the equity holder's interest in the entity. This endorsement assigns to the mezzanine lender the right to receive payments otherwise payable to the insured under the policy.

The rate for this endorsement is 10% of the Original Rate for Owners Policies as set forth in Rule PR-1 hereof, for the policy to which it is attached and is in addition to the policy premium.

**ER-17 ACCESS AND ENTRY-DIRECT (ALTA FORM 17-06)**

This endorsement to an Owners or Loan Policy provides coverage for loss or damage if the insured lacks both actual vehicular and pedestrian access to and from a specifically identified street or road, if the street is not physically open and publicly maintained or if the insured has no right to use the existing curb cuts or entries off of the street or road onto the land. The rate for this endorsement is \$150.00.

**ER-17.2 UTILITY ACCESS (ALTA FORM 17.2-06)**

**Radian Title Insurance Inc.**

This endorsement provides coverage to Owners or Lenders against loss or damage, as defined in the endorsement, arising from the invalidity or non access to utilities to and from the property. The rate for this endorsement is \$75.00.

**ER-17.1 ACCESS AND ENTRY-INDIRECT (ALTA FORM 17.1-06)**

This endorsement provides the same coverages to Owners or Lenders as ER-17 but is intended to be used when access is provided by virtue of a specifically identified appurtenant easement. The rate for this endorsement is \$250.00.

**ER-18 SINGLE TAX PARCEL (ALTA FORM 18-06)**

This endorsement can be issued with an Owners Policy or Loan Policy and insures that the land specifically identified in the policy is a single and separate tax parcel and not part of a larger parcel of land. The rate for this endorsement is \$50.00 for residential lands and \$100 for commercial lands.

**ER-18.1 MULTIPLE TAX PARCELS (ALTA FORM 18.1-06)**

This endorsement provides similar coverage to the Form 18 in connection with multiple tax parcels included within the legal description of the land. This endorsement protects the insured against loss if the land specifically identified is not assessed for real estate tax purposes under the tax identification numbers listed in the endorsement or if those tax numbers include any other land other than what is identified. The rate for this endorsement is \$50.00 for residential lands and \$100 for commercial lands.

**ER-19 CONTIGUITY-MULTIPLE PARCELS (ALTA FORM 19-06)**

This endorsement may be issued with an Owners Policy or Loan Policy and insures against loss or damage if the boundaries to multiple parcels described in the endorsement are not contiguous as described or if there are any strips, gaps or gores separating the contiguous boundaries described in the endorsement. The rate for this endorsement is \$50.00 for residential lands and \$100.00 for commercial lands.

**ER-19.1 CONTIGUITY-SINGLE PARCEL (ALTA FORM 19.1-06)**

This endorsement is similar to the ER-19 but it is issued when there is only a single parcel described in the policy, which parcel, however, is contiguous to some other land described in the endorsement but not insured in the policy. The rate for this endorsement is \$135.00.

**ER-20 FIRST LOSS (ALTA FORM 20-06)**

This endorsement may be issued in connection with a Loan Policy and provides that, in the event of a loss insured against under the policy, the insurer's liability shall be determined without requiring the maturity of the entire indebtedness and without requiring the insured to pursue its remedies against any additional property securing the indebtedness. The rate for this endorsement is \$150.00.

**ER-21 CREDITOR'S RIGHTS AFFIRMATIVE (ALTA FORM 21-06)**

**Radian Title Insurance Inc.**

This endorsement insures against loss or damage sustained by the insured by reason of the avoidance of the insured interest because of the occurrence, on or before date of policy, of a fraudulent transfer or preference under federal bankruptcy, state insolvency, or similar creditor's rights laws. The rate for this endorsement shall be ten percent (10%) of the Original Rate, subject to a minimum of \$250.00.

**ER-22 LOCATION ENDORSEMENT (ALTA FORM 22-06)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of an improvement identified with a street address to be located on the land described in the policy as of the date of the policy. The rate for this endorsement is \$150.00.

**ER-22.1 LOCATION AND MAP ENDORSEMENT (ALTA FORM 22.1-06)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of an improvement identified with a street address to be located on the land described in the policy as of the date of the policy, and as delineated on a survey, as attached to the endorsement. The rate for this endorsement is \$250.00.

**ER-23 COINSURANCE – SINGLE POLICY (ALTA FORM 23-06)**

This endorsement can be issued with an Owners Policy or Loan Policy and identifies the amount of coinsurance purchased and the company providing said coinsurance. The rate for this endorsement shall be calculated in any coinsurance fee added to the premium by coinsuring company(s).

**ER-26 SUBDIVISION (ALTA FORM 26-06)**

This endorsement insures against failure of the land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances.

The rate for this endorsement is \$50.00.

**ER-28 EASEMENT – DAMAGE OR FORCED REMOVAL (ALTA FORM 28-06)**

This endorsement provides insurance to a lender against loss in the event that a specific easement holder shall (1) cause damage to a building located on the land at date of policy, or (2) compel the removal or alteration of an existing building located on the land at date of policy. This endorsement is usually requested by a lender when an encroachment over an easement is discovered. The Rate for this endorsement is \$75.00.

**ER-29 INTEREST RATE SWAP ENDORSEMENT – DIRECT OBLIGATION (ALTA FORM 29-06)**

This endorsement insures against (1) invalidity or unenforceability of the insured mortgage as security for the repayment of the Swap Obligation; (2) lack of priority of the lien of the insured mortgage as security for the repayment of the Swap Obligation. The rate for this endorsement is \$250.00.

**Radian Title Insurance Inc.**

**ER-29.1 INTEREST RATE SWAP ENDORSEMENT – ADDITIONAL INTEREST (ALTA FORM 29.1-06)**

This endorsement insures against (1) invalidity or unenforceability of the insured mortgage as security for the repayment of the Swap Obligation; (2) lack of priority of the lien of the insured mortgage as security for the repayment of the Swap Obligation. The rate for this endorsement is \$250.00.

**ER-100 USURY**

This endorsement may be issued in connection with a Loan Policy and provides the insured with protection against loss or damage by reason of a final judicial determination that the loan secured by the insured mortgage is usurious. The rate for this endorsement is \$250.

**ER-101 SAME AS SURVEY ENDORSEMENT (CLTA FORM 116.1)**

This endorsement insures the insured against loss or damage sustained by reason of the failure of the land described in the policy to be the same as that delineated on the survey, as attached to the endorsement. The rate for this endorsement is \$75.00.

**ER-102 SAME AS SURVEY ENDORSEMENT (MODIFIED CLTA FORM 116.1)**

This endorsement is similar to the CLTA 116.1 endorsement but identifies the survey by reference instead of attaching it to the endorsement. The rate for this endorsement is \$75.00.

**ER-103 BALLOON ENDORSEMENT**

This endorsement may be issued in connection with a Loan Policy and insures against loss or damage resulting from the invalidity, unenforceability or loss of priority of a balloon mortgage, in accordance with the provisions of this endorsement. The rate for this endorsement is \$75.00.

**ER-104 OWNER'S POLICY DATEDOWN**

This endorsement extends the effective date of an Owner's Policy and insures the Insured as defined in the policy being endorsed, against matters arising between the date of policy and the date of endorsement, unless otherwise excepted from in the endorsement. The rate for this endorsement shall be twenty-five percent (25%) of the current applicable rate based on the existing policy amount.

If the policy amount is increased, the additional amount shall be the Original Rate under the applicable brackets for such additional amount.

The minimum rate for this endorsement is \$150.00.

**ER-105 DOING BUSINESS**

**Radian Title Insurance Inc.**

This endorsement may be issued in connection with a Loan Policy insuring a lender that is a foreign corporation doing business in the State of Kansas and provides affirmative insurance of the insured's right under Ohio law to enforce the lien of the insured mortgage against the mortgagor. The rate for this endorsement is \$250.

**ER-106 PARTNERSHIP/LLC-PERMITTED TRANSFER "FAIRWAY"**

This endorsement may be issued in connection with an Owner's Policy or Loan Policy insuring a general partnership, limited partnership or limited liability company, and provides, subject to conditions specified in the endorsement, that the insurer will not deny liability under the policy by virtue of the admission or withdrawal of a partner/member in the insured partnership/limited liability company, respectively. The rate for this endorsement is ten percent (10%) of the original rate, subject to a minimum of \$250 and is in addition to the policy premiums.

**ER- 107 LOAN MODIFICATION ENDORSEMENT**

This endorsement insures against loss in the event the subject mortgage modification results in a loss of the priority of the mortgage. A rate of \$125 shall be charged for this endorsement.

**ER- 109 MORTGAGE PRIORTY GUARANTEE**

The Mortgage Priority Guarantee provides assurance in respect to the loss of priority of a mortgage by reason of a modification. The rate for this guarantee shall be \$125.

Radian Title Insurance Inc.

**SECTION 4: CHARGES FOR ESCROW / CLOSING AND OTHER SERVICES**

<p style="text-align: center;"><u>Residential Real Estate Closing</u></p> <p>Includes preparation of contracts, escrow agreements, transfer of title documents (deeds, mortgage, notes, assignments, settlement statements, etc.) <u>with</u> assistance of attorney or real estate broker:</p>	\$150.00
<p style="text-align: center;"><u>Residential Real Estate Closing</u></p> <p>Includes preparation of contracts, escrow agreements, transfer of title documents (deeds, mortgage, notes, assignments, settlement statements, etc.) <u>without</u> assistance of attorney or real estate broker:</p>	\$350.00
<p style="text-align: center;"><u>Contract for Deed Closing</u></p> <p>Escrow of documents:</p>	\$300
<p style="text-align: center;"><u>Residential Loan Closing</u></p> <p>Includes preparation of all loan documents required by lender, including but not limited to mortgage, deed of trust, notes, riders, assignments, government regulation reports, disclosure statements, settlement statements, disbursements of funds:</p>	\$250.00



**Radian Title Insurance Inc.**

<u>Refinance Closings</u>	\$250.00
<u>Equity Loan Closings</u>	\$100.00
<u>Second Mortgage</u>	
Closing only - in conjunction with new loan or refinance closing:	\$100.00
<u>Second Mortgage</u>	
Preparation of Documents plus closing - in conjunction with new loan or refinance closing:	\$100.00

**SECTION 5: SPECIMEN FORM – POLICIES**

ALTA Loan Policy (modified), (06/17/06)

ALTA Owner's Policy (modified), (6/17/06)

ALTA Commitment Form (modified)F (06/17/06)

ALTA Short Form Residential Loan Policy, Adopted 6/17/06

ALTA Short Form Limited Coverage Junior Loan Policy, Adopted 10/19/96

ALTA Homeowner's Policy of Title Insurance for One-to-Four Family Residence, (modified) Revised 01/01/08

ALTA Expanded Coverage Residential Loan Policy (modified), Revised 01/01/08

ALTA Short Form Coverage Residential Loan Policy, Revised 01/01/08

Master Mortgagee Home Equity Policy (MMHEP), (02/2019)

**SECTION 6: SPECIMEN FORMS – ENDORSEMENTS**

ALTA Endorsement Form 1-06 Street Assessments (05/01/07)

ALTA Endorsement Form 2-06 Truth in Lending (05/01/07)

ALTA Endorsement Form 3-06 Zoning Unimproved Land (05/01/07)

ALTA Endorsement Form 3.1-06 Zoning - Completed Structure (05/01/07)

ALTA Endorsement Form 4-06 Condominium (05/01/07)

ALTA Endorsement Form 4.1-06 Condominium (05/01/07)

ALTA Endorsement Form 5-06 Planned Unit Development (05/01/07)

ALTA Endorsement Form 5.1-06 Planned Unit Development (05/01/07)

ALTA Endorsement Form 6-06 Variable Rate Mortgage (05/01/07)

ALTA Endorsement Form 6.2-06 Variable Rate Mortgage - Negative Amortization  
(05/01/07)

ALTA Endorsement Form 7-06 Manufactured Housing Unit (05/01/07)

**Radian Title Insurance Inc.**

ALTA Endorsement Form 7.1-06 Manufactured Housing – Conversion: Loan (05/01/07)

ALTA Endorsement Form 7.2-06 Manufactured Housing - Conversion: Owner's (05/01/07)

ALTA Endorsement Form 8.1-06 Environmental Protection (05/01/07)

ALTA Endorsement Form 9-06 Restrictions, Encroachments, Minerals (05/01/07)

ALTA Endorsement Form 9.1-06 Restrictions, Encroachments, Minerals Owner's Policy:  
Unimproved Land (05/01/07)

ALTA Endorsement Form 9.2-06 Restrictions, Encroachments, and Minerals - Owner's  
Policy: Improved Land (05/01/07)

ALTA Endorsement Form 9.3-06 Restrictions, Encroachments, Minerals - Loan Policy  
(05/01/07)

ALTA Endorsement Form 9.4-06 Restrictions, Encroachments, Minerals - Owner's Policy:  
Unimproved Land (05/01/07)

ALTA Endorsement Form 9.5-06 Restrictions, Encroachments, Minerals - Owner's Policy:  
Improved Land (05/01/07)

ALTA Endorsement Form 10-06 Assignment (05/01/07)

ALTA Endorsement Form 10.1-06 Assignment and Date Down (06-17-06)

ALTA Endorsement Form 11-06 Mortgage Modification (05/01/07)

ALTA Endorsement Form 12-06 Aggregation (05/01/07)

ALTA Endorsement Form 13-06 Leasehold - Owners (05/01/07)

ALTA Endorsement Form 13.1-06 Leasehold - Loan (05/01/07)

ALTA Endorsement Form 14-06 Future Advance - Priority (06-17-06)

ALTA Endorsement Form 14.1-06 Future Advance - Knowledge (06-17-06)

ALTA Endorsement Form 14.2-06 Future Advance - Letter of Credit (06-17-06)

**Radian Title Insurance Inc.**

ALTA Endorsement Form 14.3-06 Future Advance - Reverse Mortgage (06-17-06)

ALTA Endorsement Form 15-06 Non-Imputation - Full Equity Transfer (05/01/07)

ALTA Endorsement Form 15.1-06 Non-Imputation - Additional Insured (05/01/07)

ALTA Endorsement Form 15.2-06 Non-Imputation - Partial Equity Transfer (05/01/07)

ALTA Endorsement Form 16-06 Mezzanine Financing (06-17-06)

ALTA Endorsement Form 17-06 Access and Entry (05/01/07)

ALTA Endorsement Form 17.1-06 Indirect Access and Entry (05/01/07)

ALTA Endorsement Form 18-06 Single Tax Parcel (05/01/07)

ALTA Endorsement Form 18.1-06 Multiple Tax Parcel (05/01/07)

ALTA Endorsement Form 19-06 Contiguity-Multiple Parcels (05/01/07)

ALTA Endorsement Form 19.1-06 Contiguity-Single Parcel (05/01/07)

ALTA Endorsement Form 20-06 First Loss-Multiple Parcel Transactions (05/01/07)

ALTA Endorsement Form 21-06 Creditors' Rights (05/01/07)

ALTA Endorsement Form 22-06 Location (05/01/07)

ALTA Endorsement Form 22.1-06 Location and Map (05/01/07)

ER-100 Usury Endorsement

ER-101 Same as Survey Endorsement (CLTA 116.1)

ER- 102 Same as Survey Endorsement (modified CLTA 116.1)

**Radian Title Insurance Inc.**

ER-103 Balloon Endorsement

ER-104 Owner's Policy Datedown

ER-105 Doing Business

ER- 106 Partnership / LLC Permitted Transfer "Fairway"

ER- 107 Loan Modification Endorsement

ER-108 Mortgage Priority Guarantee

**SECTION 7: SUPPLEMENTAL CHARGES AND FORMS**

**SC-1 MINIMUM CHARGES**

The charges set forth herein are minimum charges. 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. Additional charges will be made when unusual conditions of title are encountered, or when special circumstances are involved. In the event such charges are made, agreement thereto will be obtained from each person or entity obligated to pay all or any part of such charges in writing in advance.

**SC-2 UNIQUE TITLE REQUIREMENTS**

Title insurance coverage may be required in some cases and under conditions for which no rating structure has been specially provided in this Schedule. In any such event, a charge shall be made which, in the opinion of the insurer, appears to be consistent with its general pricing procedures, as set forth herein.

Requests for treatment under Sections SC-1 and SC-2 shall be submitted to the Kansas 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 said Commissioner of Insurance prior to quotation or being made effective.



**AMERICAN GUARANTY  
TITLE INSURANCE COMPANY**

**STATE OF KANSAS RATES**

(1) **Streamline Residential Refinance Rate.** This rate is inclusive of any search and examination fees, except where prohibited by state statute, and **does not** apply to commercial, multifamily or construction loans.

a. For 1-4 family residential loan transactions originated by institutional lenders, which refinance existing institutional lender mortgages, and are processed by the Company's authorized agents or direct operations, where orders are placed electronically by the originating lender and processed and delivered through an electronic order management platform and an ALTA Loan Policy, an ALTA Short Form Residential Loan Policy or a Master Residential Loan Policy is issued allowing for generic exceptions, the following rates apply:

Loan amounts up to and including \$250,000.....	\$345.00
\$250,000.01 up to and including 500,000.....	\$450.00
\$500,000.01 up to and including 750,000.....	\$580.00
\$750,000.01 up to and including 1,000,000.....	\$640.00
\$1,000,000.01 up to and including 1,300,000.....	\$770.00
\$1,300,000.01 up to and including 1,500,000.....	\$895.00
Maximum Loan Amount \$1,500,000	

(2) **Mortgage Impairment Protection Insurance Policy (AGTIC FORM 4113)**  
When this policy is issued to a lender, the premium that will apply as to each mortgage loan closed, reported, and to be insured by the policy is as follows:

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

(3) **ALTA Endorsement 4-06, AGTIC 4355-Condominium** No Charge  
Assures condominium statute has been complied with in establishment thereof and that restrictive covenants are not violated.

(4) **ALTA Endorsement 4.1-06, AGTIC 4338-Condominium** No Charge  
Differs from the 4-06 in that it provides coverage in the event that a "super-priority" statute gives Homeowner's Association liens priority over previously recorded mortgages.

- (5) **ALTA Endorsement 5-06, AGTIC 4340 Planned Unit Development**  
No Charge  
Insures against violations of covenants which restrict use, priority of lien over assessments of homeowners association, removal of structure because of encroachments, and failure of title by reason of right of first refusal.
- (6) **ALTA Endorsement 5.1-06, AGTIC 4339-Planned Unit Development**  
No Charge  
Differs from the 5-06 in that it provides coverage in the event that a "super-priority" statute gives Homeowner's Association liens priority over previously recorded mortgages.
- (7) **ALTA Endorsement 6-06, AGTIC 4367-Variable Rate Mortgages**  
No Charge  
Insures against invalidity, unenforceability or loss of priority of lien resulting from provisions allowing changes in rate of interest.
- (8) **ALTA Endorsement 6.2-06, AGTIC 4368- Variable Rate Mortgages-  
Negative Amortization**  
No Charge  
Similar to ALTA form 6-06 above, but includes assurances regarding "interest on interest" provisions in the mortgage.
- (9) **ALTA Endorsement 7-06, AGTIC 4341-Manufactured Housing**  
No Charge  
Provides that where a lot is insured upon which a manufactured housing unit is located, that the unit is included in the term "land" when used in the policy.
- (10) **ALTA Endorsement 7.1-06, AGTIC 4358-Manufactured Housing-  
Conversion: Loan**  
No Charge  
Gives affirmative coverage against loss sustained by a lender in the event that any personal property lien survives against the manufactured housing unit from days it constituted personal property.



- (11) **ALTA Endorsement 8.1-06, AGTIC 4357-Environmental Protection Lien** No Charge  
 Insures against loss by reason of lack of priority of insured lien over certain environmental protection liens.
- (12) **ALTA Endorsement 9-06, AGTIC 4344-Restrictions, Encroachments, Minerals** No Charge  
 Provides assurance that covenants and restrictions are not violated, that there are no encroachments, that damages to existing improvements resulting from extractions of minerals will be a covered loss.
- (13) **ALTA 13.1-06, AGTIC 4319-Leasehold-Lender's** No Charge  
 Modifies and supplements the conditions and stipulations of the Loan Policy when the security covered by the insured mortgage is a leasehold estate. No additional premiums or rates are applicable over and above the applicable premiums for the Loan Policy.
- (14) **ALTA 14-06, AGTIC 4335-Future Advance-Priority** No Charge  
 Assures a lender that the priority of the mortgage as reflected in the policy will not be impaired by such provisions and that future advances secured by the mortgage will enjoy the same priority as advances made as of the date of closing.
- (15) **ALTA Endorsement 14.1-06, AGTIC 4321-Future Advance -Knowledge** No Charge  
 Identical to ALTA 14-06 except that the 14.1-06 excepts from coverage liens or other matters occurring subsequent to the date of policy but prior to the date of a subsequent advance, when said matters were actually known to be insured.
- (16) **ALTA Endorsement 14.3-06, AGTIC 4323-Future Advance-Reverse Mortgage** No Charge  
 Gives the insured lender assurances as to the priority and validity of advances made to a borrower after the date of policy on reverse annuity mortgages.
- (17) **ALTA Endorsement 22-06, AGTIC 4334-Location** No Charge  
 Intended to indemnify an insured in the event that the property located at a specific address is not the property insured under the policy.

**(18) The premium charge for the ALTA Residential Limited Coverage Mortgage Modification Policy will be as follows:**

<u>Policy Amounts From</u>	<u>Rate</u>
\$0-\$1,000,000	\$125
\$1,000,000-\$1,500,000	\$250
\$1,500,000-\$2,000,000	\$350
\$2,000,000-\$2,500,000	\$450

**(19) The premium charge for the Secondary Loan Policy (form 4658/4664) shall be:**

\$0-\$100,000	\$55
\$100,001-\$250,000	\$75
\$250,001-\$500,000	\$135
\$500,001-\$750,000	\$250

## James Norman

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**From:** James Norman  
**Sent:** Thursday, June 23, 2016 1:03 PM  
**To:** 'JSundy@valuamerica.com'  
**Subject:** RE: ValuAmerica Updated Rate Filing

Mr. Sundy,

Your rate filing has been filed.

Thanks,

**James Norman**  
Policy Examiner  
Kansas Insurance Department  
420 SW 9<sup>th</sup> St., Topeka, KS 66612  
[Facebook](#) | [Twitter](#) | [www.ksinsurance.org](http://www.ksinsurance.org)  
785.296-3405 | Fax 785.296.3673  
[jnorman@ksinsurance.org](mailto:jnorman@ksinsurance.org)

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**From:** Commissioner Selzer  
**Sent:** Wednesday, June 22, 2016 3:17 PM  
**To:** Heather Droge  
**Subject:** FW: ValuAmerica Updated Rate Filing  
**Importance:** High

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**From:** Sundy, John [<mailto:JSundy@valuamerica.com>]  
**Sent:** Wednesday, June 22, 2016 3:14 PM  
**To:** Commissioner Selzer  
**Cc:** Sundy, John  
**Subject:** ValuAmerica Updated Rate Filing  
**Importance:** High

Hello,

Please find attached a copy of our rate filings for all of our Underwriters. These are meant to replace our existing filings as of today, 6/22/2016.

The updated rate filing applies to our agency and all individual agents:

ValuAmerica, Inc.  
Colleen Frances Stright  
Kimberly Ann McAllister  
Steven Stipetich  
Wendie Lee Frambes

If you have any questions, or require additional information please let me know.

Thank you.

**John W. Sundy, Jr., CRCMP**

Vice President

Compliance & National Vendor Management Services (NVMS)



113 Technology Drive, Pittsburgh, PA 15275

T: 412.494.0400 x8176 | F: 412.494.9121 | E: [jsundy@valuamerica.com](mailto:jsundy@valuamerica.com)

[www.valuamerica.com](http://www.valuamerica.com)

**RADIAN**

radian.biz

**CLAYTON**

clayton.com



greenrivercap.com



redbellre.com



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This message, and any attachments, is for the intended recipient(s) only, may contain information that is privileged, confidential and/or proprietary and subject to important terms and conditions available at <http://www.valuamerica.com/privacy-policy>. If you are not the intended recipient, please delete this message.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**STATE OF KANSAS**  
**RATE MANUAL**

**FILED**

**JUN 23 2016**

**KEN SELZER**  
**Commissioner of Insurance**

Old Republic National Title  
Insurance Company 400  
Second Avenue South  
Minneapolis, MN 55401-2499

KANSAS

TITLE INSURANCE

SPECIAL RULE FOR RATING UNIQUE OR UNUSUAL CONDITIONS

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

REQUESTS FOR TREATMENT UNDER THIS RULE SHALL BE SUBMITTED TO THE INSURANCE COMMISSIONER AND SHALL BE ACCOMPANIED BY EVIDENCE SPECIFICALLY SETTING FORTH THE REASONS FOR THE REQUEST ALONG WITH FULL SUPPORTING INFORMATION EVIDENCING THAT THE SPECIAL TREATMENT IS NOT A VIOLATION OF K.S.A. 40-2404(14) RELATING TO REBATES AND OTHER INDUCEMENTS IN TITLE INSURANCE. SUCH RATES MUST BE FILED WITH THE COMMISSIONER OF INSURANCE WITHIN THIRTY (30) DAYS AFTER BEING MADE EFFECTIVE.

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

KANSAS

Date filed and Recorded  
By Division

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

Description of Risk (1)	Original Title Insurance for Leasehold and Owner's Policies (2)	Reissue Rate for Owner's or Leasehold Policies (3)	Reissue Rate for Mortgagee Acquiring Title (4)	Residential Liquidation Programs by Federal Agencies (3)	Simultaneous Issue - Owner's and Loan Policies (6)	Simultaneous Issue - Owner's Policies to Seller and Purchaser (7)
Up to \$50,000	\$ 3.50	\$ 2.10	\$ 2.10	\$ 1.50	See Note	\$
Over \$50,000 to \$100,000	\$ 3.00	\$ 1.80	See Note	\$ 1.50		\$
Over \$100,000 to \$5,000,000	\$ 2.00	\$ 1.20	See Note	\$ 1.50		\$
Over \$5,000,000 to \$10,000,000	\$ 1.75	\$ 1.05	See Note	\$ 1.50		\$
Over \$10,000,000 to \$15,000,000	\$ 1.50	\$ .90	See Note	\$ 1.50		\$
Over \$15,000,000	\$ 1.25	\$ .75	See Note	\$ 1.50		\$
Minimum Premium	\$10.00	\$10.00	\$10.00	\$20.00	\$ 7.50	\$10.00

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

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



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

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

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

LEASEHOLD OWNERS

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

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

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

a. A purchaser or lessee of real estate from one whose title thereto as owner or lessee has been insured within 10 years prior to the application for a new policy shall be entitled to the reissue risk rate for owner's insurance in an amount up to the face of such former policy, provided the outstanding policy is presented. Full risk rate as per published schedule in force will be charged for the excess up to the full insurable value of the property. On ALTA residential owner's policies, the reissue credit (if applicable) will apply only up to the original face amount of the former policy as shown in Schedule A of said policy.

b. When acreage is platted or divided into smaller subdivisions and covered by one blanket policy, the insured will be entitled to the reissue rate on owner's policies covering parcels sold out of such subdivision within 10 years from the date of the blanket policy or until the aggregate of the policies issued on such parcels equals the face amount of the original blanket policy. Policy will be issued for a \$10.00 premium.

Thereafter, additional blanket insurance should be purchased in the applicable brackets or subsequent policies will be charged for at original rates. The status of such lot purchasers with reference to future insurance is defined under paragraph a hereof.

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

(4) REISSUE RATE FOR MORTGAGEE ACQUIRING TITLE

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

	Per Thousand
Up to \$50,000 of liability written.....	\$2.10

Excess over \$50,000 shall be computed by reference to the date of the mortgage policy, as follows:

<u>Date of Previous Mortgage Policy</u> .....	<u>Rates</u>
1 year or less.....	20% of regular rates
1 year to 2 years.....	25% of regular rates
2 years to 3 years.....	30% of regular rates
3 years to 4 years.....	35% of regular rates
4 years or over.....	40% of regular rates
Minimum risk premium.....	\$10.00

(5) RESIDENTIAL LIQUIDATION PROGRAMS BY FEDERAL AGENCIES

When an insured under a mortgage policy acquires title to a one-to-four family residence by foreclosure or by voluntary conveyance in lieu of foreclosure in extinguishment of debt and transfers the title to the residence to a governmental agency in connection with that agency's business of guaranteeing the repayment of said mortgage, and said agency

has acquired the residence for immediate resale, the agency may request and be entitled to the following:

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

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

- b. An owner's policy issued as committed for shall be issued to:

1. The purchaser from the agency.

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

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

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

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

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

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

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

(8) ORIGINAL TITLE INSURANCE RISK RATES FOR MORTGAGES

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

(9) REISSUE TITLE INSURANCE RISK RATES FOR MORTGAGES

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

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

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

(10) TITLE INSURANCE RATES FOR "SECOND MORTGAGES"

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

(11) TITLE INSURANCE RISK RATES FOR SUBSTITUTION LOANS

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

<u>Age of Original Loan</u>	<u>Rates</u>
2 years or under.....	20% of regular risk rates
From 2 years to 3 years.....	30% of regular risk rates
From 3 years to 4 years.....	40% of regular risk rates
From 4 years to 5 years.....	50% of regular risk rates
From 5 years to 10 years.....	60% of regular risk rates
Over 10 years.....	100% of regular risk rates
Minimum.....	\$7.50

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

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

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

Rate Charged	
Zero up to \$100,000.00.....	\$150.00
\$100,000.00 up to a maximum of \$200,000.00.....	\$1/per thousand.

(13) FANNIE MAE BALLOON MORTGAGE POLICY (ORT Form 3950 KS)

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

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

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

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

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

(16) ALTA HOMEOWNER'S POLICY (ORT 4445)

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

(17) ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (ORT 4446) OR ALTA SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (ORT OR 4447)

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

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

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

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

(19) CONSTRUCTION LOAN PREMIUM (ORT FORM 405)

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

**ENDORSEMENTS**

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

<u>ORT FORM NO.</u>	<u>DESCRIPTION OF USE</u>	<u>CHARGE</u>
ORT 3919	<u>Balloon Loan Modification Endorsement</u> for use with certain Federal Home Loan Mortgage Corporation mortgages which contain a provision for modification and refinance on balloon due date.	No Charge
ORT 3746	<u>Reverse Annuity Mortgage Endorsement.</u> This endorsement is similar to the HECM Reverse Annuity Mortgage Endorsement in coverage and use. It contains slightly varied language and is used where the reverse annuity mortgage does not involve an FHA-insured loan. Coverage of both endorsements is essentially the same.	No Charge
ORT 3981	<u>HECM Reverse Annuity Mortgage Endorsement.</u> This endorsement provides certain special coverages in cases where a mortgage policy is issued insuring a reverse annuity mortgage and the mortgage is an FHA-insured loan.	No Charge

<u>ORT FORM NO.</u>	<u>DESCRIPTION OF USE</u>	<u>CHARGE</u>
ORT 4111	<u>Shared Appreciation Endorsement.</u> This endorsement is issued with mortgages which contain shared appreciation provisions. It provides certain coverage against loss by reason of the loss of priority or validity of the mortgage because of conclusion of the mortgage or because of the operation of the shared interest provisions.	No Charge
ORT 2385	<u>Inflation Shield Endorsement.</u> This endorsement is an inflation shield endorsement.	No Charge
ORT 2552	<u>Easement Exercise Endorsement CLTA 103.1.</u> This endorsement is used for damages, use of maintenance easements.	No Charge
ORT 2673	<u>Usury Endorsement.</u> This endorsement gives certain limited coverage against insured loan having a rate which is usurious.	\$150.00
ORT 2695	<u>HUD Liquidation Endorsement.</u> This is a HUD Liquidation Endorsement.	No Charge
ORT 2761	<u>Easement Existing Encroachment CLTA 103.3.</u> This endorsement is used for removal of improvements.	No Charge
ORT 3423	<u>ALTA Construction Loan Policy Endorsement A.</u> This endorsement is used after construction is complete to provide full coverage for loss of priority.	No Charge
ORT 3712	<u>Collateral Mortgage Endorsement.</u> This endorsement is used for collateral mortgages.	No Charge
ORT 3716	<u>Location Endorsement CLTA 116.1.</u> This endorsement is used when property described in policy is same as on survey.	No Charge
ORT 3720	<u>Multiple Indebtedness Endorsement.</u> This endorsement is used for multiple indebtedness.	No Charge
ORT 3854	<u>Subdivision Endorsement.</u> This endorsement assures an insured lender that its insured mortgage is not invalid or unenforceable by reason of land being a division of land in violation of the subdivision laws of the state in which the property is located.	No Charge



<u>ORT FORM NO.</u>	<u>DESCRIPTION OF US</u>	<u>CHARGE</u>
ORT 3861	<u>Non-Imputation-New Stockholders of Owner.</u> This endorsement is similar to ORT 3860 but refers to knowledge of employees, officers, directors and shareholders.	\$150.00
ORT 3863	<u>Doing Business Endorsement.</u> This endorsement insures a lender from loss due to a final court decree prohibiting enforcement on the grounds that the loan violates the "doing business" laws of the state in which the property is located.	No Charge
ORT 3864 insures	<u>Last Dollar Endorsement.</u> This endorsement that where insured amount is less than total debt the amount of insurance will not be reduced by any reduction in the amount of the total secured indebtedness (assumes on large debt secured by multiple mortgages of land at different locations).	No Charge
ORT 3868	<u>Additional Named Insured.</u> This endorsement is used for additional named insureds. (No charge if issued concurrently with the policy).	No Charge
ORT 4100	<u>Leasehold Valuation Endorsement.</u> This endorsement provides a formula for determining loss under certain leasehold policies. It has limited use for one or two customers but is available statewide to any leasehold policy.	No Charge
ORT 4102	<u>First Loss Endorsement.</u> This is a first loss endorsement.	No Charge
ORT 4118	<u>TIRBOP-PA Fairway Endorsement Partnership-Owner/Lessee Policy Only.</u> This endorsement is used for a fairway partnership on an owner's/lessee policy only.	No Charge

<u>ORT FORM NO.</u>	<u>DESCRIPTION OF USE</u>	<u>CHARGE</u>
ORT 4205	<u>Commercial 8.1 Endorsement.</u> This endorsement is similar to ALTA 8.1 environmental lien endorsement but is modified to be used in commercial transactions.	No Charge
ORT 4206	<u>Access Endorsement.</u> This endorsement insures access to a named public street.	No Charge
ORT 4207	<u>Anti-Taint Endorsement.</u> This endorsement insures that lien priority will not be affected due to reductions or increases of the outstanding balance of the lien due to revolving credit provisions in the note.	No Charge
ORT 4208	<u>Option Endorsement.</u> This endorsement is issued when the interest insured is on an option to purchase.	No Charge
ORT 4209	<u>Pending Disbursement Endorsement</u> This endorsement is issued in construction situations where all the mortgage funds have not yet been disbursed.	No Charge
ORT 4210	<u>Recharacterization Endorsement.</u> This endorsement insures against loss or damage sustained by a court ruling that the relationship between the insured and the borrower is that of partner or joint ventures rather than lender and borrower.	\$25.00
ORT 4211	<u>Clogging Endorsement.</u> This endorsement insures that the mortgage is not unenforceable due to clogging of the equity of redemption.	\$100.00
ORT 4212	<u>Allocation of Liability Endorsement.</u> This endorsement allocates the liability of the company to different parcels of land.	No Charge
ORT 4213	<u>Access By Easement Endorsement.</u> This endorsement insures against loss or damage due to easement described as a parcel to not providing the owner with ingress and egress to a named public street.	No Charge
ORT 4214	<u>Tie-In Endorsement.</u> This endorsement lists other policies issued in conjunction with the attached policy.	No Charge

<u>ORT FORM NO.</u>	<u>DESCRIPTION OF USE</u>	<u>CHARGE</u>
ORT 4215	<u>Seattle Endorsement.</u> This endorsement insures that, in construing the exclusions from coverage in the policy, the Insured will not be deemed to have created or agreed to a defect, lien, or encumbrance due to its failure permitted under the loan documents) to disburse the full amount of the loan or because the loan proceeds are insufficient to complete construction.	\$50.00
ORT 4216	<u>Tax Parcel-Identicality Endorsement.</u> This endorsement insures that no portion of the land lies with a tax parcel which includes any other land.	No Charge
ORT 4217	<u>Successor Insured Endorsement.</u> This endorsement insures that the term "insured" includes certain successors who succeed in the interest of insured.	No Charge
ORT 4218	<u>Same Land Mortgage Endorsement.</u> This endorsement insures that the land described in the mortgage is legally identical with the land described in Schedule A of the policy despite differences in the language in the two descriptions.	No Charge
ORT 4219	<u>Reciprocal Easement-Loan Policy Only.</u> This endorsement insures that the insured easement will not be affected by events affecting the underlying land out of which the easement was carved or severed.	No Charge
ORT 4220	<u>Pending Improvements Endorsement.</u> This endorsement provides that liability under the policy shall increase as contemplated improvements are made.	No Charge
ORT 4221	<u>Maximum Actual Loss Endorsement.</u> This endorsement provides that the maximum actual loss under the policy shall include all funds paid by the insured for the development of the land.	No Charge
ORT 4222	<u>Encroachment Forced Removal-Easements.</u> This endorsement insures against loss by reason of a court finding denying the right of the insured to maintain improvements on the land because they encroach onto easements located on the land.	No Charge

<u>ORT FORM NO.</u>	<u>DESCRIPTION OF USE</u>	<u>CHARGE</u>
ORT 4223	<u>Encroachment (Onto Land) Endorsement.</u> This endorsement insures against loss by reason of a court finding denying the right of the insured to maintain improvements on the land because they encroach onto adjoining land.	No Charge
ORT 4224	<u>Collateral Assignment of Mortgage.</u> This endorsement contains several assurances related to the assignment of the beneficial interest under a deed of trust.	No Charge
ORT 4229	<u>Tax Benefit Endorsement.</u> This endorsement provides certain coverage to the named limited partner in the Insured partnership in the event that the limited partner sustains a tax benefit loss (regarding the low income housing tax credit) as defined in the endorsement.	No Charge

ORT FORM NO.	DESCRIPTION OF USE	CHARGE
ORT 4313	ALTA 1-06 STREET ASSESSMENT	No Charge
ORT 4365	ALTA 2-06 TRUTH-IN-LENDING	No Charge
ORT 4366	ALTA 3-06 ZONING UNIMPROVED LAND	\$100.00
ORT 4314	ALTA 3.1-06 ZONING	\$150.00
ORT 4557	ALTA 3.2-06 ZONING-LAND UNDER DEVELOPMENT	No Charge
ORT 4355	ALTA 4-06 CONDOMINIUM	No Charge
ORT 4338	ALTA 4.1-06 CONDOMINIUM	No Charge
ORT 4340	ALTA 5-06 PLANNED UNIT DEVELOPMENT	No Charge
ORT 4339	ALTA 5.1-06 PLANNED UNIT DEVELOPMENT	No Charge
ORT 4367	ALTA 6-06 VARIABLE RATE	No Charge
ORT 4368	ALTA 6.2-06 VARIABLE RATE-NEGATIVE AMORTIZATION	No Charge
ORT 4341	ALTA 7-06 NONIMPUTATION MANUFACTURED HOUSING UNIT	No Charge
ORT 4342	ALTA 7.1 MANUFACTURED HOUSING-CONVERSION:LOAN	No Charge
ORT 4358	ALTA 7.1-06 MANUFACTURED HOUSING-CONVERSION: LOAN	No Charge
ORT 4343	ALTA 7.2-06 MANUFACTURED HOUSING-CONVERSION: OWNERS	No Charge
ORT 4357	ALTA 8.1-06 ENVIRONMENTAL PROTECTION LIEN	No Charge
ORT 4455	ALTA 8.2-06 Commercial Environmental Protection Lien	No Charge
ORT 4344	ALTA 9-06 RESTRTICTIONS, ENCROACHMENTS, MINERALS	No Charge
ORT 4353	ALTA 9.1 RESTRICTIONS, ENCROACHMENTS, MINERALS-OWNER'S POLICY-UNIMPROVED LANDS	No Charge
ORT 4345	ALTA 9.1-06 RESTRICTIONS, ENCROACHMENTS, MINERALS-OWNER'S POLICY-UNIMPROVED LANDS	No Charge
ORT 4346	ALTA 9.2-06 RESTRICTIONS, ENCROACHMENTS, MINERALS-OWNER'S POLICY-IMPROVED LANDS	No Charge
ORT 4347	ALTA 9.3-06 Restrictions, Encroachments, Minerals	No Charge
ORT 4350	ALTA 9.4-06 Restrictions, Encroachments, Minerals-Owner's Policy-Unimproved Lands	No Charge
ORT 4371	ALTA 9.5-06 Restrictions, Encroachments, Minerals-Owner's Policy-Improved Lands	No Charge
ORT 4558	ALTA 9.6-06 Private Rights-Loan Policy	No Charge
ORT 4559	ALTA 9.7-06 Restrictions, Encroachments, Minerals-Land Under Development-Loan Policy	No Charge
ORT 4560	ALTA 9.8-06 Covenants, Conditions and Restrictions-Land under Development-Owner's Policy	No Charge
ORT 4591	ALTA 9.9-06 Private Rights Owner's Policy	No Charge
ORT 4592	ALTA 9.10-06 Restrictions, Encroachments, Minerals-Current Violations-Loan Policy	No Charge
ORT 4316	ALTA 10-06 Assignment	No Charge
ORT 4315	ALTA 10.1-06 Assignment & Date Down	\$100.00

**ORT  
FORM NO.**

**DESCRIPTION OF USE**

**CHARGE**

ORT 4272	<u>First Loss-Multiple Parcel Transactions Endorsement.</u> The ALTA 20 endorsement would be used where a lender is making a loan secured by multiple parcels of land, and where Old Republic is insuring title to each parcel and the lien of the mortgage or deed of trust which secures the payment of the loan. The endorsement provides that, in the event of a claim arising which involves one of the parcels, Old Republic will not require the lender to accelerate the indebtedness before being entitled to pursue a claim under the policy. In the event of a claim, Old Republic will pay the amount by which any matter covered by the policy for which a claim is made diminishes the value of the collateral below the indebtedness.	No Charge
ORT 4286	<u>Multiple Mortgages on One Policy Endorsement.</u> This CLTA 105 endorsement is to be used with an ALTA loan policy. It modifies the policy to insure two mortgages (running in favor of the same lender) on a single policy.	No Charge
ORT 4455	<u>Commercial Environmental Protection Lien.</u> Substantively ALTA 8.2-06 identical to ORT Form 4205, either endorsement may be issued if a proper search reveals there is not an issue with providing the coverage.	No Charge
ORT 4456	<u>Utility Access.</u> Similar to ORT Form No. 4293, <u>Utilities Facilities Endorsement</u> , but the ALTA 17.2-06 is more flexible in the number of utilities which can be covered and the ability to limit the utilities covered.	No Charge
ORT 4457	<u>Doing Business.</u> This endorsement is similar in coverage to ORT Form No. 3863, <u>Doing Business Endorsement</u> .	No Charge
ORT 4458	<u>Same As Survey.</u> Insures against loss or damage in the event the land insured in the policy is not the same as that delineated on a designated survey bearing a specific date.	No Charge
ORT 4459	<u>Same As Portion of Survey.</u> Indemnifies against loss or damage in the event that the Land insured in the policy is not the same as a designated portion of the land delineated on a designated survey bearing a specific date.	No Charge
ORT 4460	<u>Subdivision.</u> Indemnifies in the event that the Land insured under the policy was not lawfully created under state statutes and local ordinances relating to the subdivision of land.	No Charge
ORT 4461	<u>Usury.</u> Indemnifies in the event that the lien is invalid or unenforceable because the interest rate provided for in the loan secured by the Insured Mortgage violates usury laws.	\$150.00

- ORT 4462 Easement-Damage or Enforced Removal. Indemnifies against loss resulting from damage to a Building located the land or any court order directing the removal or alteration of a building located on the land as a result of the rights granted in a specifically described easement. No Charge
- ORT 4463 Co-Insurance Single Policy Endorsement. This endorsement deals with title policies which are co-insured by multiple underwriters. No Charge
- ORT 5105 Mortgage Priority, Partial Reconveyance. The CLTA 111.1-06 endorsement ensures mortgage priority in a partial reconveyance situation. No Charge

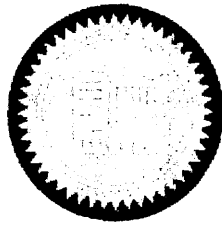
ORT 4293	Utility Facilities Endorsement	\$100.00
ORT 4317	ALTA 11-06 Mortgage Modification	No Charge
ORT 4490	ALTA 11.1-06 Mortgage Modification with Subordination	No Charge
ORT 4318	ALTA 12-06 Aggregation	No Charge
ORT 4593	ALTA 12.1-06 Aggregation-State Limits	No Charge
ORT 4320	ALTA 13-06 Leasehold-Owner's	No Charge
ORT 4319	ALTA 13.1-06 Leasehold-Loan	No Charge
ORT 4335	ALTA 14-06 Future Advance Priority	No Charge
ORT 4321	ALTA 14.1-06 Future Advance Knowledge	No Charge
ORT 4322	ALTA 14.2-06 Future Advance Letter Of Credit	No Charge
ORT 4323	ALTA 14.3-06 Future Advance-Reverse Mortgage	No Charge
ORT 4326	ALTA 15-06 Non-imputation-Full Equity Transfer	No Charge
ORT 4324	ALTA 15.1-06 Non-imputation-Additional Insured	No Charge
ORT 4325	ALTA 15.1-06 Non-imputation-Partial Equity Transfer	No Charge
ORT 4369	ALTA 16-06 Mezzanine Financing	\$100.00
ORT 4327	ALTA 17-06 Access And Entry	No Charge
ORT 4328	ALTA 17.1-06 Indirect Access And Entry	No Charge
ORT 4456	ALTA 17.2-06 Utility Access	No Charge
ORT 4330	ALTA 18-06 Single Tax Parcel	No Charge
ORT 4329	ALTA 18.1-06 Multiple Tax Parcel	No Charge
ORT 4331	ALTA 19-06 Contiguity-Multiple Parcels	No Charge
ORT 4332	ALTA 19.1-06 Contiguity-Single Parcels	No Charge
ORT 4333	ALTA 20-06 First Loss Multiple Parcel Transactions	No Charge
ORT 4364	ALTA 21-06 Creditor's Rights	\$25.00
ORT 4334	ALTA 22-06 Location	No Charge
ORT 4336	ALTA 22.1 Location And Map	No Charge
ORT 4359	ALTA 22.1-06 Location And Map	No Charge
ORT 4463	ALTA 23-06 Co-Insurance Single Policy Endorsement	No Charge
ORT 4457	ALTA 24-06 Doing Business	No Charge
ORT 4458	ALTA 25-06 Same As Survey	No Charge
ORT 4459	ALTA 25.1-06 Same As Portion of Survey	No Charge
ORT 4460	ALTA 26-06 Subdivision	No Charge
ORT 4461	ALTA 27-06 Usury	\$150.00
ORT 4462	ALTA 28-06 Easement-Damage or Enforced Removal	No Charge
ORT 4561	ALTA 28.1-06 Encroachments-Boundaries and Easements	No Charge



ORT 4594	ALTA 28.2-06 Encroachments-Boundaries and Easements-Described Improvements	No Charge
ORT 4496	ALTA 29-06 Interest Rate Swap-Direct Obligation	\$200.00
ORT 4497	ALTA 29.1-06 Interest Rate Swap-Additional Interest	\$200.00
ORT 4539	ALTA 29.2-06 Interest Rate Swap Endorsement-Direct Obligation-Defined Amount	\$200.00
ORT 4540	ALTA 29.3-06 Interest Rate Swap Endorsement-Additional Interest-Defined Amount	\$200.00
ORT 4511	ALTA 30-06 One to Four Family Shared Appreciation	No Charge
ORT 4581	ALTA 30.1-06 Commercial Participation Interest	No Charge
ORT 4526	ALTA 31-06 Severable Improvements	No Charge
ORT 4527	ALTA 32-06 Construction Loan-Loss of Priority	No Charge
ORT 4528	ALTA 32.1-06 Construction Loan-Loss of Priority-Direct Payment	No Charge
ORT 4582	ALTA 32.2-06 Construction Loan-Loss of Priority-Insured's Direct Payment	No Charge
ORT 4529	ALTA 33-06 Disbursement	No Charge
ORT 4538	ALTA 34-06 Identified Risk Coverage	No Charge
ORT 4562	ALTA 35-06 Minerals and Other Subsurface Substances-Buildings	No Charge
ORT 4563	ALTA 35.1-06 Minerals and Other Subsurface Substances-Improvements	No Charge
ORT 4564	ALTA 35.2-06 Minerals and Other Subsurface Substances-Described Improvements	No Charge
ORT 4565	ALTA 35.3-06 Minerals and Other Subsurface Substances-Land Under Development	No Charge
ORT 4566	ALTA 36-06 Energy Project-Leasehold Easement-Owner's	No Charge
ORT 4567	ALTA 36.1-06 Energy Project-Leasehold/Easement-Owner's	No Charge
ORT 4568	ALTA 36.2-06 Energy Project-Leasehold Owner's	No Charge
ORT 4569	ALTA 36.3-06 Energy Project-Leasehold-Loan	No Charge
ORT 4570	ALTA 36.4-06 Energy Project-Covenants, Conditions and Restrictions-Land under Development-Loan	No Charge
ORT 4571	ALTA 36.5-06 Energy Project-Covenants, Conditions and Restrictions-Land Under Development-Loan	No Charge
ORT 4572	ALTA 36.6-06 Energy Project-Encroachments	No Charge
ORT 4589	ALTA 37-06 Assignment of Rents or Leases	No Charge
ORT 4586	ALTA 38-06 Mortgage Tax	No Charge
ORT 4595	ALTA 39-06 Policy Authentication	No Charge
ORT 4630	ALTA 40-06 Tax Credit-Owner's Policy	No Charge
ORT 4631	ALTA 40.1-06 Tax Credit-Defined Amount-Owner's Policy	No Charge

# FIDELITY NATIONAL TITLE INSURANCE COMPANY

TITLE INSURANCE RATES AND  
CHARGES FOR COMPANY OWNED  
OFFICES IN KANSAS



EFFECTIVE: November 27, 2015  
(Unless Otherwise Specified Herein)

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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 2.03 and/or 2.04

**NEW LOW RATES APPLY TO TRANSACTIONS WITH OR WITHOUT A PRIOR POLICY**

Amount of Insurance	Fee for Resale, Owners Policy
Up to \$80,000 .....	420.00
80,001 to 90,000 .....	438.00
90,001 to 100,000 .....	456.00
100,001 to 110,000 .....	468.00
110,001 to 120,000 .....	480.00
120,001 to 130,000 .....	492.00
130,001 to 140,000 .....	504.00
140,001 to 150,000 .....	516.00
150,001 to 160,000 .....	528.00
160,001 to 170,000 .....	540.00
170,001 to 180,000 .....	552.00
180,001 to 190,000 .....	564.00
190,001 to 200,000 .....	576.00
200,001 to 210,000 .....	588.00
210,001 to 220,000 .....	600.00
220,001 to 230,000 .....	612.00
230,001 to 240,000 .....	624.00
240,001 to 250,000 .....	636.00
250,001 to 275,000 .....	665.00
275,001 to 300,000 .....	696.00
300,001 to 325,000 .....	726.00
325,001 to 350,000 .....	756.00
350,001 to 375,000 .....	786.00
375,001 to 400,000 .....	816.00
400,001 to 425,000 .....	846.00
425,001 to 450,000 .....	876.00
450,001 to 475,000 .....	906.00
475,001 to 500,000 .....	936.00
500,001 to 525,000 .....	951.00
525,001 to 550,000 .....	966.00
550,001 to 575,000 .....	981.00
575,001 to 600,000 .....	996.00
600,001 to 625,000 .....	1011.00
625,001 to 650,000 .....	1026.00

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650,001 to 675,000 .....	1041.00
675,001 to 700,000 .....	1056.00
700,001 to 725,000 .....	1071.00
725,001 to 750,000 .....	1086.00

Calculating premiums over card amount:

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 2.03 and/or 2.04

**NEW LOW RATES APPLY TO TRANSACTIONS WITH OR WITHOUT A PRIOR POLICY!**

Amount of Insurance	Fee for Refinance Loan Policy
Up to \$80,000 .....	330.00
80,001 to 90,000 .....	343.00
90,001 to 100,000 .....	356.00
100,001 to 110,000 .....	368.00
110,001 to 120,000 .....	381.00
120,001 to 130,000 .....	394.00
130,001 to 140,000 .....	407.00
140,001 to 150,000 .....	419.00
150,001 to 160,000 .....	432.00
160,001 to 170,000 .....	444.00
170,001 to 180,000 .....	457.00
180,001 to 190,000 .....	470.00
190,001 to 200,000 .....	482.00
200,001 to 210,000 .....	495.00
210,001 to 220,000 .....	508.00
220,001 to 230,000 .....	520.00
230,001 to 240,000 .....	533.00
240,001 to 250,000 .....	564.00
250,001 to 275,000 .....	596.00
275,001 to 300,000 .....	627.00
300,001 to 325,000 .....	659.00
325,001 to 350,000 .....	690.00

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350,001 to 375,000	722.00
375,001 to 400,000	753.00
400,001 to 425,000	785.00
425,001 to 450,000	816.00
450,001 to 475,000	848.00
475,001 to 500,000	863.00
500,001 to 525,000	879.00
525,001 to 550,000	895.00
550,001 to 575,000	911.00
575,001 to 600,000	927.00
600,001 to 625,000	942.00
625,001 to 650,000	958.00
650,001 to 675,000	974.00
675,001 to 700,000	990.00
700,001 to 725,000	1005.00
725,001 to 750,000	1018.00

Calculating premiums over card amount:

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.

<u>Amount of Insurance</u>	<u>Charge</u>	<u>Amount of Insurance</u>	<u>Charge</u>	<u>Amount of Insurance</u>	<u>Charge</u>
\$25,000 or less	325.00	\$145,001 to 150,000	725.00	\$400,001 to 425,000	1,275.00
\$25,001 to 30,000	350.00	\$150,001 to 155,000	735.00	\$425,001 to 450,000	1,325.00
\$30,001 to 35,000	375.00	\$155,001 to 160,000	745.00	\$450,001 to 475,000	1,375.00
\$35,001 to 40,000	400.00	\$160,001 to 165,000	755.00	\$475,001 to 500,000	1,425.00
\$40,001 to 45,000	425.00	\$165,001 to 170,000	765.00	\$500,001 to 525,000	1,450.00
\$45,001 to 50,000	450.00	\$170,001 to 175,000	775.00	\$525,001 to 550,000	1,475.00
\$50,001 to 55,000	470.00	\$175,001 to 180,000	785.00	\$550,001 to 575,000	1,500.00
\$55,001 to 60,000	490.00	\$180,001 to 185,000	795.00	\$575,001 to 600,000	1,525.00
\$60,001 to 65,000	510.00	\$185,001 to 190,000	805.00	\$600,001 to 625,000	1,550.00
\$65,001 to 70,000	530.00	\$190,001 to 195,000	815.00	\$625,001 to 650,000	1,575.00
\$70,001 to 75,000	550.00	\$195,001 to 200,000	825.00	\$650,001 to 675,000	1,600.00
\$75,001 to 80,000	565.00	\$200,001 to 210,000	845.00	\$675,001 to 700,000	1,625.00
\$80,001 to 85,000	580.00	\$210,001 to 220,000	865.00	\$700,001 to 725,000	1,650.00
\$85,001 to 90,000	595.00	\$220,001 to 230,000	885.00	\$725,001 to 750,000	1,675.00
\$90,001 to 95,000	610.00	\$230,001 to 240,000	905.00	\$750,001 to 775,000	1,700.00
\$95,001 to 100,000	625.00	\$240,001 to 250,000	925.00	\$775,001 to 800,000	1,725.00
\$100,001 to 105,000	635.00	\$250,001 to 260,000	945.00	\$800,001 to 825,000	1,750.00
\$105,001 to 110,000	645.00	\$260,001 to 270,000	965.00	\$825,001 to 850,000	1,775.00
\$110,001 to 115,000	655.00	\$270,001 to 280,000	985.00	\$850,001 to 875,000	1,800.00
\$115,001 to 120,000	665.00	\$280,001 to 290,000	1,005.00	\$875,001 to 900,000	1,825.00



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\$120,001 to 125,000	675.00	\$290,001 to 300,000	1,025.00	\$900,001 to 925,000	1,850.00
\$125,001 to 130,000	685.00	\$300,001 to 325,000	1,075.00	\$925,001 to 950,000	1,875.00
\$130,001 to 135,000	695.00	\$325,001 to 350,000	1,125.00	\$950,001 to 975,000	1,900.00
\$135,001 to 140,000	705.00	\$350,001 to 375,000	1,175.00	\$975,001 to 1,000,000	1,925.00
\$140,001 to 145,000	715.00	\$375,001 to 400,000	1,225.00		

For policies over \$1 million, charge \$1,925, plus \$0.80 per thousand up to \$5 million.  
 For policies over \$5 million, charge \$5,125, plus \$0.65 per thousand up to infinity.

B. Policies over \$500,000.

Rates for policies over \$500,000 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 \$275

B. Extended 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

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

Under \$5 Million liability \$250  
 \$5 Million liability and over \$500

2.05 Simultaneous-Issue Leasehold Policies

A. For leasehold policies simultaneously issued with a policy insuring an interest in a different estate in the land, refer to above schedules and charge 30% of the indicated amount.

B. If the amount of the leasehold policy exceeds the amount of the policy being issued simultaneously therewith, charge 30% of the amount to be charged for the other policy, plus the difference between the amount being charged for the other policy and the amount that would otherwise be charged for such a leasehold policy not being simultaneously issued.

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2.06 Reserved for Future Use

2.07 Residential Junior Lien Policy/Limited Loan Coverage Policy Rate.

This rate applies on second, third or fourth mortgages on 1-to-4 family residential platted subdivision properties only, where the Junior Lien Commitment Information Sheet is issued in lieu of the ALTA Commitment, and the ALTA

Short Form Residential Loan Policy; or the Limited Loan Coverage Policy is issued.

<u>Amount of Insurance</u>	<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.....	230
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.....	330
Over 100,000, add.....	\$1.50 per thousand

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2.08 Summary of Charges for Homeowner's Title Insurance Policies.

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

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

FIDELITY NATIONAL TITLE INSURANCE COMPANY

2.09 Summary of Charges for Extended Coverage 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

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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.

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

**A. Amount of Insurance**

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

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

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

**C. Date Down Endorsement**

ALTA Limited Pre-Foreclosure Date Down Endorsement\*\* \$50.00

\*\* (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).

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**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 2.02. 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.

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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 \$100.



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**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".

**3.10 ( SECTION HELD OPEN FOR FUTURE USE )**

FIDELITY NATIONAL TITLE INSURANCE COMPANY

**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 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**

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

An "Information 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 an Informational Report on 1-to-4-family residential properties is \$250.00. Charge \$125.00 for each update report issued.
- B. A commitment fee of \$350 on a 1-4 family residential property, which includes the curative work.
- C. The fee for an Informational Report on commercial properties is \$350.00.
- D. If more than three hours of search and examination time is required, add \$100.00 to the charge for the Informational Report or Commitment.
- E. A commitment fee 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 fee of \$300.00 is made on commercial properties.

## FIDELITY NATIONAL TITLE INSURANCE COMPANY

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 fee.

Amounts paid for Informational 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. If the report or commitment was issued by another company, the credit shall not exceed \$175.00.

### 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.

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**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.
	\$300	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).
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.

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**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).
	\$300	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).
Buyer Fee	\$200	Escrow/Settlement Services

**REFINANCES**

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

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**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 HUD-1 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.

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**OTHER**

Witness Signing	\$200	Accommodation Signing - Buyer/Borrower
Witness Signing	\$75	Accommodation Signing - Seller
Document Preparation	\$50	
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
Rush Delivery	\$28	One hour courier - handling and delivery fee
Wire Fees & Services	\$28	For outgoing wire of seller or Borrower funds
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

**HUD PREPARATION, DISBURSEMENT AND RECORDING**

HUD 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.

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**TITLE SERVICE FEES**

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

II. Commercial Properties:

A. Sale Transactions:

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

B. Refinance Transactions:

<u>Loan Amount:</u>	<u>Rate:</u>
\$500,000 or less -	\$350.00
\$500,001 to \$2,000,000 -	\$500.00
\$2,000,001 and above -	\$750.00



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**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 \$100 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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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 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.

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

Liability in excess of the amount of the prior policy will be billed at the regular rate.

- B. If the examination of title reveals any of the following since the prior policy: a bankruptcy, foreclosure, multiple lawsuits or judgments, a gap in title, a passage of title into divided interests of less than 1/16, more than 25 additional easements, then no reissue credit is available.

5.02 Abstract Conversion Rate

Where the prior title evidence on property upon which we are asked to issue a title insurance policy is an abstract, we will give an abstract conversion rate, which is \$100.00 off the amount set forth in Secs. 2.01 or 2.02 above, subject to the following:

- A. The abstract must be surrendered to us prior to commencement of our examination and becomes our property. In appropriate cases, such as where the abstract is in the possession of a lender and cannot be obtained until the loan is paid, the requirement that it be surrendered prior to examination may be waived.
- B. The abstract must be the title evidence relied upon at the time the current seller acquired the property, and must be continued to a date more or less contemporaneous to his acquisition, although it need not actually cover his deed.
- C. In no event will an abstract conversion rate be given which is less than the minimum card rate.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

5.03 Commercial Substitution Rate

In cases involving commercial or industrial property where we have an existing loan policy not over three years old, and the same borrower asks us to issue a new loan policy on a substitute loan, we will charge 60% of the standard rate up to the principal amount of the original loan, plus standard rates for any increase in the loan amount over said amount.

5.04 No longer applicable - Open for future use

5.05 Residential Second Rate (also known as Home Equity Rate)

**HOME EQUITY LOAN PROGRAM**

POLICY TO BE ISSUED: Standard ALTA Loan Form

ENDORSEMENTS AVAILABLE:

1. ALTA Form 6 and 6-06, Variable Rate Mortgage.
2. ALTA Form 14 Series and 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. An instruction letter, in the form below, and the other documents referred to therein, must be furnished the Company at the time of delivery of the mortgage intended to be insured.
3. 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.

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INSTRUCTION LETTER FOR USE WITH RESIDENTIAL SECOND RATE AND HOME EQUITY LOAN PROGRAM

Fidelity National Title Insurance Company  
110 S. Cherry  
Suite #202  
Olathe, KS 66061

Attention: \_\_\_\_\_

Re: Loan To \_\_\_\_\_  
Loan No. \_\_\_\_\_  
CTIC File \_\_\_\_\_

Dear \_\_\_\_\_:

Enclosed herewith is our mortgage and borrower's affidavit in connection with the captioned loan.

When you are prepared to issue to us your loan policy of title insurance in your customary form, in the amount of the mortgage, subject only to the following exceptions:

1. Exception Nos. \_\_\_\_\_ which are shown in title insurance policy No. \_\_\_\_\_ issued by \_\_\_\_\_ (copy of which has previously been furnished you), and any mortgage shown in Schedule A of said policy;
2. Special and general taxes for \_\_\_\_\_;
3. The standard exceptions pertaining to matters of survey and unrecorded easements; and
4. \_\_\_\_\_

you are authorized to proceed to record the mortgage and to issue said policy.

Our check in the amount of \$ \_\_\_\_\_ for the title insurance premium and mortgage registration tax in the amount of \$ \_\_\_\_\_ is enclosed.

Very truly yours,

## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### 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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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)**

- 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
- ALTA Form 11.2-06 Mortgage Modification with Additional Amount of Insurance
- 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
- ALTA Form 29.3-06 – Interest Rate Swap – Additional Interest, Defined Amount
- ALTA Form 30-06 – One-to-Four Family Shared Appreciation Mortgage
- ALTA Form 30.1-06 – Commercial Participation Interest
- Date-Down Endorsement 1 [Nonresidential and no construction]

<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>2</sup>In zoning Risk Level 1, all of the following must be true:

- (a) No improvements within the last 12 months, and none contemplated.
- (b) Zoning has been in effect at least one year.
- (c) Use of property is not changing.

If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2.

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Policy Modification 15 (Increase of insurance)  
Post-Policy Transaction Modification [Nonresidential]

**Class B - Additional 20%**

ALTA Form 3.1-06 (Zoning-Completed Structure) (Risk Level 2)<sup>2</sup>  
ALTA Form 3.2-06 - Zoning – Land under Development (Risk Level 2)

**Class C - Additional 15%**

{Reserved for Future Use}

**Class D - Additional 10%**

ALTA Form 3-06 - Zoning (Risk Level 2)  
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  
Fairway (Change in composition of insured entity)  
Option Endorsement  
Option Endorsement (Lender)  
Option to Repurchase or Lease (Owner)  
SE 199 Wind Farm – Zoning Endorsement (ALTA 3.1 MOD)

**Class E - 10 cents per Thousand**

1001-KC Modified Coverage  
1001-KS Mechanic's Lien - Statutory Bond  
1002 Mechanic's Lien - Priority

**Class F - \$400**

ALTA Form 3.1-06 - Zoning - Completed Structure (Risk Level 1)  
ALTA Form 3.2-06 – Zoning – Land under Development (Risk Level 1)

**Class G - \$350**

Small Commercial Loan Policy Endorsement Pack (ALTA 9-06 - REM;  
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)

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**Class H - \$200**

ALTA Form 3-06 - Zoning (Risk Level 1)  
ALTA Form 9.6-06 – Private Rights – Lender  
ALTA Form 9.9-06 – Private Rights – Owner  
ALTA Form 40-06 – Tax Credit, Owners  
ALTA Form 40.1-06 – Tax Credit, Defined Amount, Owners  
Assumption  
Anti-Clogging  
Change of Name of Insured Endorsement  
Post-Policy Transaction Modification [Nonresidential Construction Date  
Down]  
Shopping Center  
Synthetic Lease (Lease vs Mortgage)  
Tax Benefit Endorsement

**Class I - \$150**

ALTA Form 10.1-06 – Assignment and Date Down (Residential Only)  
ALTA Form 11-06 – Mortgage Modification (Residential Only)  
ALTA Form 11.1-06 – Mortgage Modification with Subordination  
(Residential Only)  
ALTA Form 11.2-06 – Mortgage Modification with Additional Amount of  
Insurance (Residential Only)  
Post-Policy Transaction Modification [residential - datedown]

**Class J - \$100**

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 Mortgage  
ALTA Form 6.2-06 - Variable Rate Mortgage - Negative Amortization  
Same, with Convertible Modification  
ALTA Form 8.2-06 – Commercial Environmental Protection  
ALTA Form 9-06 - Restrictions, Encroachments, Minerals  
ALTA Form 9.1-06 – Covenants, Conditions, Restrictions - Unimproved  
Land –Owners  
ALTA Form 9.2-06 – Covenants, Conditions, Restrictions - Improved Land  
–Owners  
ALTA Form 9.3-06 – Covenants, Conditions, Restrictions - Lender  
ALTA Form 9.6-06 – Private Rights – Lender (Residential Only)  
ALTA Form 9.7-06 – Restrictions, Encroachments, Minerals – Land under



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Development – Lender  
ALTA Form 9.8-06 – Covenants, Conditions, Restrictions - Land under Development–Owners  
ALTA Form 9.9-06 – Private Rights – Owner (Residential Only)  
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ALTA Form 10-06 – Assignment  
ALTA Form 12-06 – Aggregation  
ALTA Form 12.1-06 – Aggregation – State Limits  
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 16-06 - Mezzanine Financing  
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ALTA Form 19-06 (Contiguity - Multiple Parcels)  
ALTA Form 19.1-06 (Contiguity - Single Parcel)  
ALTA Form 20-06 - First Loss - Multiple Parcel Transaction  
ALTA Form 22-06 – Location  
ALTA Form 22.1-06 – Location and Map  
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 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 35-06 – Minerals and Other Subsurface Substances – Buildings  
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ALTA Form 36.2-06 – Energy Project –Leasehold, Owners  
ALTA Form 36.3-06 – Energy Project –Leasehold, Loan  
ALTA Form 36.4-06 – Energy Project – Covenants, Conditions and Restrictions, Land under Development –Owners

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ALTA Form 36.5-06 – Energy Project – Covenants, Conditions and Restrictions, Land Under Development –Loan  
ALTA Form 36.6-06 – Energy Project – Encroachments  
ALTA Form 37-06 – Assignment of Rents or Leases  
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  
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Bonds – Non Merger of Sub-Leasehold  
CLTA Form 103.1 – Right of Use or Maintenance  
CLTA Form 104.6 – Assignment of Rents and Leases  
CLTA Form 107.9 – Additional Insured  
CLTA Form 111 – Mortgage Priority, Partial Reconveyance  
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Encroachment Endorsement 1  
Encroachment Endorsement 2  
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Inflation Protection – One-to-Four Family  
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Merger - Mortgage and Fee  
Restrictions 4A (Violation of Building Line)  
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SE 201 - Wind Farm – Single Integrated Project Access and Entry  
SE 248 - Wind Farm – Contiguity Endorsement  
Successor Endorsement  
USA Form Policy - Date Down  
All other endorsement forms filed with the Kansas Insurance Commission not otherwise listed in this Section

**Class K - \$75 - Residential Only**

ALTA Form 10-06 – Assignment  
Assumption  
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**Class L - \$50**

ALTA Form 32-06 – Construction Loan –Loss of Priority  
ALTA Form 32.1-06 – Construction Loan –Loss of Priority – Direct

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Payment

ALTA Form 32.2-06 – Construction Loan – Loss of Priority – Insured's  
Direct Payment  
ALTA Form 33-06 – Disbursement  
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**Class M - \$25 - Residential Only**

ALTA Form 1-06 - Street Assessments  
ALTA Form 2-06 - Truth in Lending  
ALTA Form 17-06 (Access and Entry)  
ALTA Form 17.1-06 – Indirect Access and Entry  
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 22-06 – Location  
ALTA Form 22.1-06 – Location and Map  
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  
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CLTA Form 104.6 – Assignment of Rents and Leases  
CLTA Form 107.9 – Additional Insured  
CLTA Form 111 – Mortgage Priority, Partial Reconveyance  
Foundation – Survey Endorsement  
Merger - Mortgage and Fee

**Class N - No Charge if ordered prior to policy issuance;  
\$25 if ordered subsequently - Residential Only**

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 6.2-06 - Variable Rate Mortgage - Negative Amortization  
Same, with Convertible Modification  
ALTA Form 6-06 - Variable Rate Mortgage  
ALTA Form 7-06 - Manufactured Housing Unit

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ALTA Form 7.1-06 – Manufactured Housing  
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ALTA Form 8.1-06 - Environmental Protection Lien  
ALTA Form 9-06 - Restrictions, Encroachments, Minerals  
ALTA Form 9.1-06 – Covenants, Conditions, Restrictions - Unimproved  
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–Owners  
ALTA Form 9.3-06 – Covenants, Conditions, Restrictions – Lender  
ALTA Form 9.7-06 – Restrictions, Encroachments, Minerals – Land under  
Development – Lender  
ALTA Form 9.8-06 – Covenants, Conditions, Restrictions - Land under  
Development–Owners  
ALTA Form 9.10-06 – Restrictions, Encroachments, Minerals – Current  
Violations - Lender  
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  
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Bi-weekly  
FNMA Balloon Mortgage Endorsement  
Large Mutual Note  
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**Class O – Price based on Risk Assumed**

ALTA Form 34-06 – Identified Risk Coverage  
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**Class P – No Charge**

ALTA Form 13-06 - Leasehold –Owners  
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ALTA Form 23-06 – Co-Insurance Single Policy  
ALTA Form 39-06 – Policy Authentication  
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Lack of Signatures –Owner  
Facilities Endorsement  
SE 200 Wind Farm - Leasehold and Easement Endorsement (ALTA 13.06  
MOD)  
Waiver of Arbitration

FIDELITY NATIONAL TITLE INSURANCE COMPANY

5.14 Endorsements Subsequent to Policy Issuance

For Class A endorsements on post-policy transactions, ("PPT"<sup>2</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>2</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.

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5.15 Centralized Refinance Rates

A. Centralized Refinance Rate I

The charge for a loan policy issued in connection with loan transactions which meet the criteria set forth below shall be as follows:

Amount of Insurance	Centralized Refinance Rate I
\$1 - \$250,000	\$360
\$250,001 - \$500,000	\$540
\$500,001 - \$750,000	\$660
\$750,001 - \$1,000,000	\$800
\$1,000,001 - \$1,250,000	\$925
\$1,250,001 - \$1,500,000	\$1,000
\$1,500,001 - \$2,000,000	\$1,075
\$2,000,001 - \$3,000,000	\$1,300

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

1. The loan is not in excess of \$3,000,000.00;
2. The loan is secured by a mortgage or deed of trust encumbering real property improved with a one-to-four family residential dwelling unit or residential condominium unit;
3. The loan proceeds must be used to refinance an existing loan secured by the same property;
4. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment; and;
5. The new policy coverage is ALTA in form (including an ALTA Loan Policy or ALTA Short Form Residential Loan Policy) with streamlined searching providing for generic exceptions for CC&Rs, easements, minerals, mineral rights or survey matters.

**Note 1:** Not applicable to construction loans or loan policies issued concurrently with owner's policies.

**Note 2:** Where the applicable rate(s) and form(s) is filed, or otherwise authorized to be issued, coverages provided under the following endorsements will be included at no additional charge upon request of the lender at the time of policy issuance: ALTA 4-06, ALTA 5-06, ALTA 6-06, ALTA 6.2-06, and ALTA 9-06, ALTA 22-06 and ALTA 28-06. All other endorsements shall be charged in accordance with this manual.

**Note 3:** No agent or underwritten title company may offer this rate unless expressly authorized in writing by the Company's management to do so for each lender.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

**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.

<u>Policy Amount</u>	<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.....	\$1,160

5.17 Mortgage Modification Guarantee

Assures that the validity, priority and enforceability of a recorded mortgage has not been diminished or lost by reason of a modification or amendment.

\$125.00 Flat Fee. Amount of Liability is the unpaid principal balance of the loan not to exceed \$250,000 liability.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

**SECTION 6 OWNERSHIP INFORMATION SERVICES AND FEES**

**6.01 Ownership and Encumbrance Certificate - 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
- All unreleased mortgages, liens, judgments, cases
- Real estate tax amounts, paid or unpaid

The amount of this fee can be applied toward a Fidelity National Title insurance product if requested within 6 months of the certificate issue date.

**6.02 Ownership and encumbrance report - Commercial Property - \$200.00**

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 - One to Four Family Residential Property - 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
- All unreleased mortgages, liens, judgments, cases
- Real estate tax amounts, paid or unpaid
- Easements and restrictions affecting the property

The amount of this fee can be applied toward a Fidelity National Title insurance product if requested within 6 months of the certificate issue date.

**6.04 Complete Property Information Report - Commercial Property - \$350.00**

Copy charges are in addition to the report fee at \$25 for up to 25 pages, and \$1 for each additional page.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

**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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

**SECTION 8 KANSAS RATE REGULATION**

Kansas law requires that each agent and insurer file all charges and rates made in connection with the issuance of a title insurance policy.

Once filed, these are the rates that must be charged. No deviations can be permitted unless a special rate is filed in accordance with the "Unique and Unusual Rule". This rule has been filed with our rates and is to be followed wherever a rate is to be quoted that varies from those filed with the Kansas Department of Insurance.

8.01 The "U and U" Rule :

TITLE INSURANCE

SPECIAL RULE FOR RATING UNIQUE OR UNUSUAL CONDITIONS

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

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

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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.

## James Norman

---

**From:** James Norman  
**Sent:** Thursday, June 23, 2016 1:03 PM  
**To:** 'JSundy@valuamerica.com'  
**Subject:** RE: ValuAmerica Updated Rate Filing

Mr. Sundy,

Your rate filing has been filed.

Thanks,

**James Norman**  
Policy Examiner  
Kansas Insurance Department  
420 SW 9<sup>th</sup> St., Topeka, KS 66612  
[Facebook](#) | [Twitter](#) | [www.ksinsurance.org](http://www.ksinsurance.org)  
785.296-3405 | Fax 785.296.3673  
[jnorman@ksinsurance.org](mailto:jnorman@ksinsurance.org)

---

**From:** Commissioner Selzer  
**Sent:** Wednesday, June 22, 2016 3:17 PM  
**To:** Heather Droge  
**Subject:** FW: ValuAmerica Updated Rate Filing  
**Importance:** High

---

**From:** Sundy, John [<mailto:JSundy@valuamerica.com>]  
**Sent:** Wednesday, June 22, 2016 3:14 PM  
**To:** Commissioner Selzer  
**Cc:** Sundy, John  
**Subject:** ValuAmerica Updated Rate Filing  
**Importance:** High

Hello,

Please find attached a copy of our rate filings for all of our Underwriters. These are meant to replace our existing filings as of today, 6/22/2016.

The updated rate filing applies to our agency and all individual agents:

ValuAmerica, Inc.  
Colleen Frances Stright  
Kimberly Ann McAllister  
Steven Stipetich  
Wendie Lee Frambes

If you have any questions, or require additional information please let me know.

Thank you.

**John W. Sundy, Jr., CRCMP**

Vice President

Compliance & National Vendor Management Services (NVMS)



113 Technology Drive, Pittsburgh, PA 15275

T: 412.494.0400 x8176 | F: 412.494.9121 | E: [jsundy@valuamerica.com](mailto:jsundy@valuamerica.com)

[www.valuamerica.com](http://www.valuamerica.com)

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# FIDELITY NATIONAL TITLE INSURANCE COMPANY

FILED

AUG 09 2016

KEN SELZER  
Commissioner of Insurance

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



EFFECTIVE FOR ORDERS RECEIVED  
ON OR AFTER AUGUST 4, 2016  
(Unless Otherwise Specified Herein)

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### 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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

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 LOW 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 .....	494.00
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 .....	544.00
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 .....	717.00
300,001 to 325,000 .....	748.00
325,001 to 350,000 .....	779.00
350,001 to 375,000 .....	810.00
375,001 to 400,000 .....	840.00
400,001 to 425,000 .....	871.00
425,001 to 450,000 .....	902.00
450,001 to 475,000 .....	933.00
475,001 to 500,000 .....	964.00
500,001 to 525,000 .....	980.00
525,001 to 550,000 .....	995.00
550,001 to 575,000 .....	1,010.00
575,001 to 600,000 .....	1,026.00
600,001 to 625,000 .....	1,041.00
625,001 to 650,000 .....	1,057.00

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650,001 to 675,000.....	1,072.00
675,001 to 700,000.....	1,088.00
700,001 to 725,000.....	1,103.00
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

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**NEW LOW RATES APPLY TO TRANSACTIONS WITH OR WITHOUT A PRIOR POLICY!**

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Amount of Insurance	Fee for Refinance Loan Policy
Up to \$80,000.....	340.00
80,001 to 90,000.....	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.....	471.00
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

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250,001 to 275,000.....	614.00
275,001 to 300,000.....	646.00
300,001 to 325,000.....	679.00
325,001 to 350,000.....	711.00
350,001 to 375,000.....	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.....	873.00
475,001 to 500,000.....	889.00
500,001 to 525,000.....	905.00
525,001 to 550,000.....	922.00
550,001 to 575,000.....	938.00
575,001 to 600,000.....	955.00
600,001 to 625,000.....	970.00
625,001 to 650,000.....	987.00
650,001 to 675,000.....	1,003.00
675,001 to 700,000.....	1,020.00
700,001 to 725,000.....	1,035.00
725,001 to 750,000.....	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.

<u>Amount of Insurance</u>	<u>Charge</u>	<u>Amount of Insurance</u>	<u>Charge</u>	<u>Amount of Insurance</u>	<u>Charge</u>
\$25,000 or less	325.00	\$145,001 to 150,000	725.00	\$400,001 to 425,000	1,275.00
\$25,001 to 30,000	350.00	\$150,001 to 155,000	735.00	\$425,001 to 450,000	1,325.00
\$30,001 to 35,000	375.00	\$155,001 to 160,000	745.00	\$450,001 to 475,000	1,375.00
\$35,001 to 40,000	400.00	\$160,001 to 165,000	755.00	\$475,001 to 500,000	1,425.00
\$40,001 to 45,000	425.00	\$165,001 to 170,000	765.00	\$500,001 to 525,000	1,450.00
\$45,001 to 50,000	450.00	\$170,001 to 175,000	775.00	\$525,001 to 550,000	1,475.00
\$50,001 to 55,000	470.00	\$175,001 to 180,000	785.00	\$550,001 to 575,000	1,500.00
\$55,001 to 60,000	490.00	\$180,001 to 185,000	795.00	\$575,001 to 600,000	1,525.00
\$60,001 to 65,000	510.00	\$185,001 to 190,000	805.00	\$600,001 to 625,000	1,550.00
\$65,001 to 70,000	530.00	\$190,001 to 195,000	815.00	\$625,001 to 650,000	1,575.00
\$70,001 to 75,000	550.00	\$195,001 to 200,000	825.00	\$650,001 to 675,000	1,600.00
\$75,001 to 80,000	565.00	\$200,001 to 210,000	845.00	\$675,001 to 700,000	1,625.00

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\$80,001 to 85,000	580.00	\$210,001 to 220,000	865.00	\$700,001 to 725,000	1,650.00
\$85,001 to 90,000	595.00	\$220,001 to 230,000	885.00	\$725,001 to 750,000	1,675.00
\$90,001 to 95,000	610.00	\$230,001 to 240,000	905.00	\$750,001 to 775,000	1,700.00
\$95,001 to 100,000	625.00	\$240,001 to 250,000	925.00	\$775,001 to 800,000	1,725.00
\$100,001 to 105,000	635.00	\$250,001 to 260,000	945.00	\$800,001 to 825,000	1,750.00
\$105,001 to 110,000	645.00	\$260,001 to 270,000	965.00	\$825,001 to 850,000	1,775.00
\$110,001 to 115,000	655.00	\$270,001 to 280,000	985.00	\$850,001 to 875,000	1,800.00
\$115,001 to 120,000	665.00	\$280,001 to 290,000	1,005.00	\$875,001 to 900,000	1,825.00
\$120,001 to 125,000	675.00	\$290,001 to 300,000	1,025.00	\$900,001 to 925,000	1,850.00
\$125,001 to 130,000	685.00	\$300,001 to 325,000	1,075.00	\$925,001 to 950,000	1,875.00
\$130,001 to 135,000	695.00	\$325,001 to 350,000	1,125.00	\$950,001 to 975,000	1,900.00
\$135,001 to 140,000	705.00	\$350,001 to 375,000	1,175.00	\$975,001 to 1,000,000	1,925.00
\$140,001 to 145,000	715.00	\$375,001 to 400,000	1,225.00		

For policies over \$1 million, charge \$1,925, plus \$0.80 per thousand up to \$5 million.  
 For policies over \$5 million, charge \$5,125, plus \$0.65 per thousand up to infinity.

**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. Extended 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

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owner's policy liability amount and the loan policy liability amount.

- C. Nonresidential loan policies issued simultaneously with an owner's policy (provided the amount does not exceed the amount of the owner's policy):

Under \$5 Million liability	\$500
\$5 Million liability and over	\$750

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

- a) \$500 if the loan policy liability is under \$5 million, plus an excess liability charge (using the Non-Residential (Commercial) rate table in Section 2.03) for the difference between the owner's policy liability amount and the loan policy liability amount; or
- b) \$750 if the loan policy liability is \$5 million or over, plus an excess liability charge (using the Non-Residential (Commercial) rate table in Section 2.03) for the difference between the owner's liability amount and the loan liability amount.

2.05 Simultaneous-Issue Leasehold Policies

- A. For leasehold policies simultaneously issued with a policy insuring an interest in a different estate in the land, refer to above schedules and charge 30% of the indicated amount.
- B. If the amount of the leasehold policy exceeds the amount of the policy being issued simultaneously therewith, charge 30% of the amount to be charged for the other policy, plus the difference between the amount being charged for the other policy and the amount that would otherwise be charged for such a leasehold policy not being simultaneously issued.

2.06 Reserved for Future Use

2.07 Residential Junior Lien Policy/Limited Loan Coverage Policy Rate.

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

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<u>Amount of Insurance</u>	<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.....	230
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.....	330
Over 100,000, add.....	\$1.50 per thousand



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### 2.08 Summary of Charges for Homeowner's Title Insurance Policies.

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

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

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### 2.09 Summary of Charges for Extended Coverage 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

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2.10 ( SECTION HELD OPEN FOR FUTURE USE )

2.11 Master Home Equity Loan Policy

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

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

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

**A. Amount of Insurance**

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

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

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

**C. Date Down Endorsement**

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

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

## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### 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.

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### 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.

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### 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".

## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### 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 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 \$350.00.
- 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 \$300.00 is made on commercial properties.

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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. If the report or commitment was issued by another company, the credit shall not exceed \$175.00.

### 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.



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**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.

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**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

FIDELITY NATIONAL TITLE INSURANCE COMPANY

**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 HUD-1 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.

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**OTHER**

Witness Signing	\$200	Accommodation Signing - Buyer/Borrower
Witness Signing	\$75	Accommodation Signing - Seller
Document Preparation	\$50	
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

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**HUD PREPARATION, DISBURSEMENT AND RECORDING**

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

**TITLE SERVICE FEES**

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

II. Commercial Properties:

A. Sale Transactions:

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

B. Refinance Transactions:

<u>Loan Amount:</u>	<u>Rate:</u>
\$500,000 or less -	\$350.00
\$500,001 to \$2,000,000 -	\$500.00
\$2,000,001 and above -	\$750.00

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### 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 \$100 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.

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**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 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.

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

Liability in excess of the amount of the prior policy will be billed at the regular rate.

- B. If the examination of title reveals any of the following since the prior policy: a bankruptcy, foreclosure, multiple lawsuits or judgments, a gap in title, a passage of title into divided interests of less than 1/16, more than 25 additional easements, then no reissue credit is available.

5.02 No Longer Applicable – Open For Future Use

5.03 Commercial Substitution Rate

In cases involving commercial or industrial property where we have an existing loan policy not over three years old, and the same borrower asks us to issue a new loan policy on a substitute loan, we will charge 60% of the standard rate up to the principal amount of the original loan, plus standard rates for any increase in the loan amount over said amount.

5.04 No longer applicable - Open for future use

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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.



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### 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.

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

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

- (a) No improvements within the last 12 months and none contemplated.
- (b) Zoning has been in effect at least one year.
- (c) Use of property is not changing.

If any of the foregoing criteria is not applicable, the endorsement is considered to be in Risk Level 2.

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**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]

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### 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 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>
- Post-Policy Transaction Modification [Residential – Date Down]

### Class J - \$100

- 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]

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- 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 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>

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- 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)
- 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

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otherwise listed in this Section other

### **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

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### **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



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### 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.

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5.15 Centralized Refinance Rates

A. Centralized Refinance Rate I

The charge for a loan policy issued in connection with loan transactions which meet the criteria set forth below shall be as follows:

Amount of Insurance	Centralized Refinance Rate I
\$1 - \$250,000	\$360
\$250,001 - \$500,000	\$540
\$500,001 - \$750,000	\$660
\$750,001 - \$1,000,000	\$800
\$1,000,001 - \$1,250,000	\$925
\$1,250,001 - \$1,500,000	\$1,000
\$1,500,001 - \$2,000,000	\$1,075
\$2,000,001 - \$3,000,000	\$1,300

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

1. The loan is not in excess of \$3,000,000.00;
2. The loan is secured by a mortgage or deed of trust encumbering real property improved with a one-to-four family residential dwelling unit or residential condominium unit;
3. The loan proceeds must be used to refinance an existing loan secured by the same property;
4. Electronic and paperless order opening and electronic and paperless delivery of the preliminary report or commitment; and;
5. The new policy coverage is ALTA in form (including an ALTA Loan Policy or ALTA Short Form Residential Loan Policy) with streamlined searching providing for generic exceptions for CC&Rs, easements, minerals, mineral rights or survey matters.

**Note 1:** Not applicable to construction loans or loan policies issued concurrently with owner's policies.

**Note 2:** Where the applicable rate(s) and form(s) is filed, or otherwise authorized to be issued, coverages provided under the following endorsements will be included at no additional charge upon request of the lender at the time of policy issuance: ALTA 4-06, ALTA 5-06, ALTA 6-06, ALTA 6.2-06, and ALTA 9-06, ALTA 22-06 and ALTA 28-06. All other endorsements shall be charged in accordance with this manual.

**Note 3:** No agent or underwritten title company may offer this rate unless expressly authorized in writing by the Company's management to do so for each lender.

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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:

<b>Amount of Insurance</b>	<b>Centralized Refinance Rate II</b>
\$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.

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**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.

<u>Policy Amount</u>	<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.....	\$1,160

5.17 Mortgage Modification Guarantee

Assures that the validity, priority and enforceability of a recorded mortgage has not been diminished or lost by reason of a modification or amendment.

\$125.00 Flat Fee. Amount of Liability is the unpaid principal balance of the loan not to exceed \$250,000 liability.

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**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 - One to Four Family Residential Property  
- 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.

## FIDELITY NATIONAL TITLE INSURANCE COMPANY

### **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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

**SECTION 8 KANSAS RATE REGULATION**

Kansas law requires that each agent and insurer file all charges and rates made in connection with the issuance of a title insurance policy.

Once filed, these are the rates that must be charged. No deviations can be permitted unless a special rate is filed in accordance with the "Unique and Unusual Rule". This rule has been filed with our rates and is to be followed wherever a rate is to be quoted that varies from those filed with the Kansas Department of Insurance.

8.01 The "U and U" Rule :

TITLE INSURANCE

SPECIAL RULE FOR RATING UNIQUE OR UNUSUAL CONDITIONS

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

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

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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.



**PREMIUM RATE FILING**

**STATE OF KANSAS**

**EFFECTIVE**

**FEBRUARY 1, 2011**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**1 First American Way**

**Santa Ana, CA 92707**

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## **I. 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.

## II. LOAN POLICIES OF TITLE INSURANCE

- a. The Title Insurance Rate for Loan policies of title insurance on land that is not 1-4 Family Improved Residential is:

	Per Thousand
Up to \$50,000 of liability written	2.50
Over \$50,000 and up to \$100,000	2.00
Over \$100,000 and up to \$500,000	1.75
Over \$500,000 and up to \$10,000,000	1.50
Over \$10,000,000 and up to \$15,000,000	1.25
Over \$15,000,000	1.00
Minimum Premium	\$10.00

NOTE: To compute any insurance premium on a fractional thousand of insurance (except as to minimum premiums), round any fractional amount up to the next thousand dollar increment.

- b. The Reissue Title Insurance Rate for Loan Policies of Title Insurance on land that is not 1-4 Family Improved Residential is:

When the owner of property on which application is made for a loan policy has had the title to such property insured as owner by a reputable title insurance company within 10 years prior to such application, upon presentation of a copy of his owner's policy, he shall be entitled to the following reissue rates on the loan policy up to the face amount of his owner's policy:

	Per Thousand
Amount up to \$50,000 of liability written	1.50
Amount over \$50,000 and up to \$100,000	1.20
Amount over \$100,000 and up to \$500,000	1.05
Amount over \$500,000	.90
Minimum Premium	\$10.00

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

c. The Title Insurance Rate for Loan Policies of Title Insurance on land that is 1-4 Family Improved Residential is:

When the land covered by the loan policy is of the type 1-4 Family Residential and the land owner shall be entitled to the following rates on the loan policy:

	Per Thousand
Amount up to \$50,000 of liability written	1.50
Amount over \$50,000 and up to \$100,000	1.20
Amount over \$100,000 and up to \$500,000	1.05
Amount over \$500,000	.90
Minimum Premium	\$10.00

This rate shall apply where the loan proceeds are being used for purposes other than the financing of the acquisition of the property in a concurrent purchase transaction.

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

When a First American owner's and one or more First American loan policies 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 each loan policy simultaneously issued will be \$10.00 for an aggregate amount of insurance not in excess of the owner's policy. The premium on the amount of the loan policies exceeding the owner's policy is figured at the regular original title insurance rates for loan policies.

In all cases the owner's policy shall be issued for the full insurable value of the premises. All policies must bear identical date and the owner's policy must show the mortgage(s) as an exception under Schedule "B" thereof.

**III. OWNER'S & LEASEHOLD POLICIES OF TITLE INSURANCE**

a. The premium for Owners or Leasehold Owners 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. 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 \$500,000	2.25
Over \$500,000 and up to \$5,000,000	2.00
Over \$5,000,000 and up to \$10,000,000	1.75
Over \$10,000,000 and up to \$15,000,000	1.50
Over \$15,000,000	1.25
Minimum Premium	\$10.00

NOTE: To compute any insurance premium on a fractional thousand of insurance (except as to minimum premiums), round any fractional amount up to the next thousand dollar increment.

b. The Re-issue Rate for Owners or Leasehold Policies are:

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

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

1. A purchaser of real estate from one whose title as owner has been insured prior to the application for a new policy shall, upon presentation of a copy of the prior Owners Policy, be entitled to the reissue rate for owner's insurance in an amount up to the face of such prior 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.

#### IV. TITLE REPORT GUARANTEES

The premium for Title Report Guarantees are:

Up to \$10,000 of coverage	\$40.00
Each additional \$1,000 (or fraction thereof) over \$10,000	1.50

#### V. OTHER

a. **Builder Rates**

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

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

b. All standard Form Endorsements on file with the Division of Insurance are issued at no charge, unless and/or until a Supplemental Schedule of Endorsement Charges is filed at which time it shall be incorporated herein by reference.

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.

c. **Rate for Leasehold Policies Issued Simultaneously with Fee Policy**

Owners and Loan Policies insuring leasehold interests issued simultaneously with policies insuring the fee simple estate will be issued for 30 per cent of the rate for the fee policy.

#### VI. 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.