



**315 S. Phillips Avenue • Sioux Falls, SD 57104 • (605) 336-0388  
NAIC 50020**

# **SCHEDULE OF RATES AND FORMS FOR TITLE INSURANCE**

## **STATE OF KANSAS**

**December 2008**

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## BASIC RATES (PREMIUM CHARGE)

Description of Risk Amount	Original title insurance for owners and leasehold owners policies	Reissue Title Insurance for owners and Leasehold Owners Policies	Title insurance for conversion of contract purchaser's and Leasehold Policies	Original Title for Loan Policies	Reissue Title Insurance for Loan Policies	Title Insurance for substitution Loan Policies	Simultaneous Issue Loan Policies	Title insurance for Builder / Developer (Subdivision Rates)
Up to \$50,000 of liability written	\$3.50 per thousand	\$2.10 per thousand	\$3.50 per thousand	\$2.50 per thousand	\$1.50 per thousand	\$1.50 per thousand	\$25.00	\$1.00 per thousand
Over \$50,000 and up to \$100,000 add	\$3.00 per thousand	\$1.80 per thousand	\$3.00 per thousand	\$2.00 per thousand	\$1.20 per thousand	\$1.20 per thousand	\$25.00	\$1.00 per thousand
Over \$100,000 and up to \$500,000 Add	\$2.00 per thousand	\$1.20 per thousand	\$2.00 per thousand	\$1.75 per thousand	\$1.05 per thousand	\$1.05 per thousand	\$25.00	\$1.00 per thousand
Over \$500,000 and up to \$10,000,000 Add	\$1.75 per thousand	\$1.05 per thousand	\$1.75 per thousand	\$1.50 per thousand	\$0.90 per thousand	\$0.90 per thousand	\$25.00	\$1.00 per thousand
Over \$10,000,000 Add	\$1.50 per thousand	\$0.90 per thousand	\$1.50 per thousand	\$1.25 per thousand	\$0.75 per thousand	\$0.75 per thousand	\$25.00	\$1.00 per thousand
Minimum Premium	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$25.00	\$50.00

NOTE: To compute any insurance premium on a fractional thousand of insurance (except as to minimum premiums). Multiply such fractional thousand by the rate per thousand applicable. Considering any fraction of \$100.00 as a full \$100.00

## **APPLICATION OF SCHEDULE OF RATES**

### **Definitions**

The fees and rates hereinafter set forth are the "RISK RATE" charges of Dakota Homestead Title Insurance Company, (hereinafter collectively "Company") for the issuance of Commitments for title insurance, title insurance policies and endorsements on its own behalf, or by its duly authorized Policy Issuing Agents in the State of Kansas. Charges for additional services, including, but not limited to: abstracting, title exam, commitment/binder fees, underwriting, escrow or closing services, may be assessed by the Company or its authorized Policy Issuing Agents, but such charges are not a part of the fee for title insurance. All charges for title insurance will be computed in accordance with the rules and rates shown herein at such date as this manual, or any revision thereof, become effective.

### **Special Risks, Additional or Affirmative Coverages**

The Basic Rates set forth in this Manual, or any revisions thereof, are minimum charges. Additional charges will be made when unusual conditions of title are encountered, when special risks are insured against, or when special services are rendered. Any additional coverages provided by an endorsement to the policy shall bear the fees set forth in the Endorsements and Charges Section of this Manual.

Upon request, the Company, or its duly authorized Policy Issuing Agent, may in its discretion insure over certain defects or give affirmative coverage not provided for herein at no additional charge. However, if such insurance or additional coverage is provided by an endorsement to a policy, then a charge shall be made pursuant to the fee filed for that endorsement, or by a separate filing that is approved in advance by the Kansas Department of Insurance.

## **OWNER'S POLICIES**

### **Owner's Policies**

An Owner's Policy insuring a fee estate or a vendee's interest under a land contract will not be issued for less than the sale price of the property and in no event for less than the full value of the real property. Owner's Policies issued to insure lesser estates or interests, except as otherwise noted herein, must be issued for not less than the full consideration paid for said interest. The charge for issuance of a standard coverage Owner's Policy shall be the Basic Rate.

### **Leasehold Owner's Policies**

Owner's Policies insuring a leasehold estate shall not be issued for less than the aggregate of the rentals payable under the primary term of the lease or the fair market value of the leasehold estate, whichever is less. The charge for issuance of a Leasehold Owner's Policy shall be the Basic Rate.

### **Extended Coverage (Special Risks)**

Charges for deletion of pre-printed exceptions in final policies insuring other than one-to-four family residential property, as shown on Schedule B-Section 2 of Commitments for Title Insurance for such policies, may be made at a rate commensurate with the risk assumed as determined by the Company in its discretion. The applicant/proposed insured shall comply with all the requirements of the Company in order to remove all such pre-printed exceptions shown in Schedule B-Section 2 of Commitments for Title Insurance. Any additional charge for such special risks shall not exceed 25% of the Basic Rate for each standard exception removed from the Owner's Policy, together with all charges for specific endorsements as they may apply.

# LOAN POLICIES

## **Loan Policies**

Loan policies shall be issued for the full loan amount except when the land covered in the policy represents only a part of the security for the loan and the balance of the security is personal property, in which case the policy shall be written in the amount of the loan applicable to such land, and the lender shall, if requested by the Company, furnish a statement as to such values. A policy can be issued, however, for an amount up to 125% of the principal debt to cover interest and other costs incident to a foreclosure. The charge for issuance of a standard coverage Loan Policy shall be the Basic Rate.

In the event a loan is secured by two or more non-contiguous parcels of real estate, a Loan Policy may be issued on one or more of such parcels provided that the policy is not issued for less than the amount of the security allocated to such parcel or parcels.

## **Extended Coverage (Special Risks)**

Charges for deletion of pre-printed exceptions in final policies, insuring other than one-to-four family residential property, as shown in Schedule B-Section 2 of Commitments for Title Insurance for such policies, may be made at a rate commensurate with the risk assumed as determined by the Company in its discretion. The applicant/proposed insured shall comply with all the requirements of the Company in order to remove all such preprinted exceptions shown in Schedule B-Section 2 of the Commitment for Title Insurance. Any additional charge for such special risks shall not exceed 25% of the Basic Rate for each standard exception removed from the Loan Policy, together with all charges for specific endorsements as they may apply.

## **Substitution Rate ("Bridge") Loans**

A substitution rate credit will apply in a situation where a proposed insured buyer purchases a new home before completing the sale of a current home and executes a new mortgage or deed of trust secured by one or both of the properties. In effect, this "bridge" loan refinances the existing loan on the current home and provides additional funding for the purchase of the new home. When the sale of the current home is completed this type of loan is refinanced to the lower amount of the value of the new home and is secured by a new mortgage or deed of trust.

The total premium paid for the issuance of a policy secured by the first mortgage or deed of trust, less one hundred twenty five dollars (\$125.00), shall be credited toward any premium due the Company for a subsequently issued Loan Policy insuring the priority of a loan secured solely by the newly purchased property. The credit is limited to 100% of the Basic Rate applied to the liability amount of the now loan, is available one time only, and expires one (1) year after the effective date of the first, or "bridge" Loan Policy.

Other title insurance policies may be issued simultaneously with the issuance of either policy, consistent with the Simultaneous Issuance policy rates contained herein.

## **SIMULTANEOUS ISSUANCE**

### **Simultaneous Issuance of Owner's and Loan Policies**

When an Owner's Policy and a standard coverage Loan Policy or an extended coverage Loan Policy, insuring identical land, are issued simultaneously the rate shall be calculated at one hundred percent (100%) of the Basic Rate for the policy with the highest liability amount, plus one hundred dollars (\$100.00) for the policy with the lesser liability.

If two or more Loan Policies are issued simultaneously with one Owner's Policy and the total liability of all Loan Policies exceeds the liability of the Owner's policy, then the charge shall be calculated at one hundred percent (100%) of the Basic Rate of the aggregate liability for all Loan Policies plus twenty-five dollars (\$25.00) for each Policy issued simultaneously.

In order for this rate to apply, all policies issued must have the same effective date and the Owner's Policy must contain an exception(s) for the mortgage(s) or deed(s) of trust insured by the simultaneously issued Loan Policy (ies).

In order for this rate to apply to a Simultaneously issued extended coverage Loan Policy, or policies, the applicant/insured shall comply with all the requirements of the Company in order to remove the pre-printed exceptions shown in Schedule B-Section 2 of the Commitment for Title Insurance from the Loan Policy, or policies, shall pay any additional charges as may apply, and shall further pay any additional charges for specific endorsements as they may apply.

### **Simultaneous Issuance of Owner's and Leasehold Policies**

When an Owner's Policy insuring a fee simple estate is issued simultaneously with an Owner's Policy insuring a leasehold estate covering identical land, the charge shall be calculated at one hundred percent (100%) of the Basic Rate for the policy with the highest liability amount. The charge for the other policy shall be calculated at thirty percent (30%) of the Basic Rate based upon the face amount of the policy with the lesser liability, with a minimum charge of two hundred fifty dollars (\$250.00.)

In order for this rate to apply to a simultaneously issued extended coverage Owner's Policy the applicant/insured shall comply with all the requirements of the Company in order to remove the pre-printed exceptions shown in Schedule B-Section 2 of the Commitment for Title Insurance from the Owner's Policy, shall pay any additional charges as may apply, and shall further pay any additional charges for specific endorsements as they may apply.

When an Owner's Policy is issued insuring a fee simple estate in land only and an Owner's Policy is issued insuring a leasehold estate in the land and fee simple title in the improvements (where the ownership of the improvements is separated from ownership of the land) the charge shall be calculated at one hundred percent (100%) of the Basic Rate based on the total liability of the two policies added together.

### **Simultaneous Issuance of Owner's Policies**

When Owner's Policies covering identical lands and identical estates are issued simultaneously to the seller and purchaser, a charge shall be calculated at one hundred percent (100%) of the Basic Rate for the policy with the highest liability amount and the charge for the second policy shall be thirty percent (30%) of the Basic Rate based upon the liability amount of that policy, with a minimum charge of two hundred fifty dollars (\$250.00.)

In order for this rate to apply to a simultaneously issued extended coverage Owner's Policy, the applicant/insured shall comply with all the requirements of the Company in order to remove the pre-printed exceptions shown in Schedule B-Section 2 of the Commitment for Title Insurance from the Owner's Policy, shall pay any additional charges as may apply, and shall further pay any additional charges for specific endorsements as they may apply.

## **GUARANTEES**

### **Recorded Document Guarantee**

This guarantee is issued only upon receipt of a signed application. The liability is limited to \$25,000.00. The charges for issuance of a Recorded Document Guarantee are four hundred dollars (\$400.00) when issued in conjunction with the issuance of an Owner's or Loan Policy of Title Insurance or seven hundred fifty (\$750.00) when issued separately.

### **Title Report Guarantee**

This guarantee is issued for the title search on the property. The charge for issuance of a Title Report Guarantee shall be forty dollars (\$40.00) for up to \$10,000 of coverage, plus \$1.50 for each additional \$1,000 (or fraction thereof) of coverage.

## **MASTER LOAN POLICY PROGRAM**

As to equity line residential loan transactions up to \$200,000 falling under the DHTIC Master Loan Policy Program in which title information services are provided by the lender, or agent acting on behalf of the lender, pursuant to a written service agreement, the following rates shall apply:

<u>Liability amount:</u>	<u>Rate:</u>
Up to \$100,000.00	\$55.00
\$100,001 to \$150,000	\$85.00
\$150,001 to \$200,000	\$115.00

## **MISCELLANEOUS**

### **INCREASING POLICY AMOUNT**

#### **Underwriter Discretion**

Increases in policy amounts at the request of named insureds shall be at the discretion of the Company.

#### **Charges**

The charge for increasing a policy amount shall, be the difference between the Basic Rate for the amount of the insurance shown in the initial policy and the Basic Rate for the ultimate amount of insurance issued at the appropriate rate for the type of insurance coverage involved, together with all charges for specific endorsements as they may apply.

### **CANCELLATIONS**

#### **Charges**

A Commitment for Title Insurance may be issued to show the status of title and items affecting the title that must be satisfied before a policy can be issued. It is a binding obligation of the Company to issue its policy of title insurance when the requirements of the Commitment have been satisfied and the policy rate and fees have been paid. No liability attaches until the policy rate and fees have been paid.

If the applicant cancels or no documents have been recorded and no actions taken by the expiration date of the Commitment, a maximum fee of one hundred twenty-five dollars (\$125.00) may be charged. The entire charge may be canceled if it is apparent that, through error, the customer has entered duplicate orders either with the same or competing companies, or if the order is canceled prior to commencement of search or if the order is canceled because contingencies in the purchase agreement were not met through no fault of the party placing the order.

### **DUPLICATES AND COPIES**

Duplicates or copies of lost policies in which no additional insurance coverage is given may be furnished at the discretion of the Company at a charge not to exceed fifty dollars (\$50.00) each. Each duplicate policy provided must contain the statement: "This policy is issued to replace Lost Policy No. \_\_\_\_\_, which is hereby canceled", on its face. All attached supporting schedules and endorsements must be clearly marked with the word "DUPLICATE." Each copy of a policy provided must be clearly marked with the word "COPY" on every page including all attached schedules and endorsements.

### **REFINANCE**

#### **Refinance Credit**

When the same owner of a real property acquires a new loan on the same property, previously secured by a first mortgage or first deed of trust within a five (5) year period from the date of the recording of the first mortgage or deed of trust, the priority of which has been previously insured by a title insurer authorized to issue title insurance policies in the State of Kansas, the title insurance premium shall be based upon the following "refinance rate". A copy of the previously insured first mortgage or deed of trust disclosing the recording information, as well as a copy of the original Owner's Policy or any Loan Policy insuring the priority of or excepting the lien of the mortgage or deed of trust being refinanced, and issued by a title insurer authorized to issue title insurance policies in the State of Kansas, shall be retained in the title insurance file to support each use of this rate.

**Charges**

The premium charge for refinance transactions shall be as follows:

	Per thousand:
Up to \$50,000 of liability written.....	\$1.50
Over \$50,000 and up to \$100,000, add.....	1.20
Over \$100,000 and up to 500,000, add.....	1.05
Over \$500,000 and up To \$10,000,000, add.....	90
Over \$10,000,000 and up To \$15,000,000, add.....	75
Over \$15,000,000, add.....	60
Minimum Premium.....	\$50.00

**REISSUE**

**Reissue Credit**

When an order is placed for title insurance (Owner’s or Lender’s Policy) within five (5) years of issuance of a policy on the same property, upon opening of the title order, the charge shall be 60% of the Basic Rate, with a minimum charge of fifty dollars (\$50.00). For amounts in excess of the original amount of coverage, the charge shall be 100% of the Basic Rate. This reissue rate is available for all Owner’s Policies and only on Lender’s Policies for new loans and not for refinances.

**SUBDIVISION RATE**

**Applicability**

During the five (5) year period following the recording of an approved final plat of a parcel or tract of land into at least fifteen (15) buildable lots, the title insurance premium for certain transactions involving lots within such a plat shall be based upon the following "subdivision rate". The filing of a modified or altered plat will not extend the five (5) year period. The original filing date of the approved plat for purposes of this rate cannot be extended for any reason. A copy of the recorded plat must be in each title insurance master file of the subdivision, on which the subdivision rate is utilized. Policies with an issue date more than five (5) years following the recording date of the approved final plat will not be eligible for this subdivision rate.

The subdivision rate shall only be applicable to: 1) policies issued insuring unimproved (not built upon) lots, 2) policies issued during initial construction, 3) policies issued covering the initial sale of an improved (built upon) lot where the improvements have never been occupied, except under an early occupancy agreement, 4) the initial policies issued to a builder or developer covering financing on the initial improvements, and 5) policies issued covering permanent financing for the owner of an unimproved lot upon completion of the initial improvements on said lot. Both residential and commercial lots are eligible for the subdivision rate. The subdivision rate will be equally available for Loan policies, as well as Owner's policies.

**Charges**

The subdivision rate so charged will be \$1.00 per thousand dollars of coverage for amounts of insurance up to \$10,000,000. The premium as to any amount of insurance in excess of \$10,000,000 will be at one hundred percent (100%) of the filed Basic Rate then in effect. The minimum premium for a transaction under this subdivision rate shall be fifty dollars (\$50.00.)

## ADDITIONAL ALTA POLICIES

### ALTA SHORT FORM RESIDENTIAL MORTGAGE POLICY

This policy is to only be issued on residential units (1-4 single-family residences or condominium units). It is not to be used for first mortgages. The charge for issuance of an ALTA Short Form Residential Mortgage Policy shall be as follows:

Up to \$50,000 of liability written.....	\$1.50
Over \$50,000 and up to \$100,000, add.....	1.20
Over \$100,000 and up to 500,000, add.....	1.05
Over \$500,000 and up	
To \$10,000,000, add.....	.90
Over \$10,000,000 and up	
To \$15,000,000, add.....	.75
Over \$15,000,000, add.....	.60
Minimum Premium.....	\$50.00

### ALTA RESIDENTIAL OWNER'S POLICY

This policy provides additional coverages to those contained in the Company's regularly issued owner's policy. The charge for issuance of an ALTA Residential Owner's Policy shall be 125% of the Basic Rate for original issue Owners Policies. Such rates are shown below:

	Per Thousand
Up to \$50,000 of liability written.....	\$4.37
Over \$50,000 and up to \$100,000, add.....	3.75
Over \$100,000 and up to \$5,000,000, add.....	2.50
Over \$5,000,000 and up to \$10,000,000, add.....	2.19
Over \$10,000,000 and up, add.....	1.87
Minimum Premium.....	100.00

## ENDORSEMENTS AND CHARGES

Title Insurance policy coverage may be modified or extended by issuing an Endorsement on that policy. The following is a list of the endorsements issued in Kansas and the maximum charge for each:

ENDORSEMENT	COMMERCIAL RATE	RESIDENTIAL RATE
Access – Public Road (ALTA Form 17.06)	\$100.00	\$100.00
Access – Appurtenant Easement (ALTA Form 17.1.06)	\$100.00	\$100.00
Additional Advance Loan (DH Form 110)	25% of Basic Rate plus premium for increased liability above the unpaid principal balance	25% of Basic Rate plus premium for increased liability above the unpaid principal balance
Additional Insured Named (CLTA Form 107.9)	\$300.00	\$300.00
Aggregation – Tie-In (ALTA Form 12.06)	\$300.00	\$300.00
Agreed Value	\$50.00	\$25.00
Assignment of Mortgage (ALTA Form 10.06)	No charge if issued within one year of effective date of policy, then \$25.00	No charge if issued within one year of effective date of policy, then \$25.00
Assignment of Mortgage and Datedown (ALTA Form 10.1.06)	10% of Basic Rate	10% of Basic Rate
Assignments of Rents – Included in Insured Mortgage (CLTA Form 104.7)	\$200.00	Not Available
Assignment of Rents – Separate Assignments/Leases (CLTA Form 104.6)	\$200.00	Not Available
Association Dues – Loan	\$50.00	\$25.00
Assumption	\$50.00	\$25.00
Balloon Mortgage	\$50.00	\$25.00
Blanket Easement	\$.50/\$1000; \$25 minimum	\$25.00
Coinsurance Clause	\$50.00	\$25.00
Comprehensive	\$200.00	\$25.00
Condominium (ALTA Form 4.06)	10% of Basic Rate; \$25.00 minimum	<b>No Charge</b>
Condominium (ALTA Form 4.1.06)	10% of Basic Rate; \$25.00 minimum	<b>No Charge</b>
Contiguity – Multiple Parcels (ALTA Form 19.06)	\$100.00	\$25.00
Contiguity Endorsement Multiple Parcels (CLTA Form 116.4)	\$100.00	\$25.00
Contiguity – Single Parcel (ALTA Form 19.1.06)	\$100.00	\$25.00
Correction Endorsement	<b>No Charge</b>	<b>No Charge</b>
Doing Business Endorsement	\$100.00	\$100.00
Down Date Endorsement – General	\$250.00	\$100.00
Down Date Endorsement No. 1 (Increase Mtg. Amt.)	\$250.00	\$100.00
Down Date Endorsement No. 2 (Changing Land Encumbered by Mtg.)	\$250.00	\$100.00
Down Date Endorsement No. 3 (Mortgage Modification)	\$250.00	\$100.00
Down Date Endorsement No. 4 (Assignment of Mortgage)	\$250.00	\$100.00
Encroachment No. 1 (onto Adjoining Land)	\$100.00	\$25.00
Encroachment No. 2 (Building Line)	\$100.00	\$25.00

Encroachment No. 3 (onto Easement)	\$100.00	\$25.00
Encroachment No. 4 (onto Gap)	\$100.00	\$25.00
Encroachment No. 5 (Marketability)	\$100.00	\$25.00
Environmental Lien Protection (ALTA Form 8.1.06)	\$100.00	\$25.00
Exception or Encumbrance Deleted (CLTA Form 110.1)	\$100.00	\$100.00
Exclusion Deleted	\$100.00	\$100.00
Exercise of Easement Rights	\$25.00	\$25.00
Fairway Endorsement No. 1	\$300.00	\$300.00
Fairway Endorsement No. 2 (LLC)	\$300.00	\$300.00
First Loss – Multiple Parcel Transactions (ALTA Form 20.06)	\$200.00	\$200.00
Future Advance – Priority (ALTA Form 14.06)	\$100.00	\$100.00
Future Advance – Knowledge (ALTA Form 14.1.06)	\$100.00	\$100.00
Future Advance – Letter of Credit (ALTA Form 14.2.06)	\$100.00	\$100.00
Future Advance – Reverse Mortgage (ALTA Form 14.3.06)	\$100.00	\$100.00
Future Improvements Endorsement	\$50.00	\$25.00
Gap Endorsement	Minimum: 5% of Basic Rate	Minimum: 5% of Basic Rate
Homeowner’s Inflation Protection Endorsement	\$50.00	\$25.00
Insurability – Enforcement of Interest	\$100.00	\$25.00
Last Dollar Endorsement	\$200.00	\$200.00
Leasehold – Loan (ALTA Form 13.1.06)	No charge	No charge
Leasehold – Owner’s (ALTA Form 13.06)	No charge	No charge
Lien Endorsement – Excluding Marketability Coverage	\$75.00	\$25.00
Lien Endorsement – Including Marketability Coverage	\$100.00	\$25.00
Location (ALTA Form 22.06)	\$50.00	\$25.00
Location and Maps (ALTA Form 22.1.06)	\$50.00	\$25.00
Manufactured Housing Unit (ALTA Form 7.06)	Up to 10% of Basic Rate	<b>No Charge</b>
Manufactured Housing Unit (ALTA Form 7.1.06)	Up to 10% of Basic Rate	<b>No Charge</b>
Manufactured Housing Unit (ALTA Form 7.2.06)	Up to 10% of Basic Rate	<b>No Charge</b>
Mechanic's Lien Endorsement 2	\$50.00	\$25.00
Mechanic’s Lien (CLTA FORM 101.3)	\$50.00	\$25.00
Mezzanine Financing (ALTA Form 16.06)	30% of Basic Rate	30% Basic Rate
Minerals	\$100.00	\$25.00
Modification of Arbitration Clause – Owner (DH Form 99A)	No charge	No charge
Modification of Arbitration Clause – Mortgagee (DH Form 99B)	No charge	No charge
Modification of Arbitration Clause – Construction (DH Form 99C)	No charge	No charge
Modification of Arbitration Clause – Leasehold (DH Form 99D)	No charge	No charge
Modification of Arbitration Clause – U.S.A. (DH Form 99E)	No charge	No charge
Modification of Creditor’s Rights (ALTA Form 21.06)	10% of Basic Rate	10% of Basic Rate
Mortgage (Release of Land)	\$25.00	\$25.00
Mortgage Modification (ALTA Form 11.06)	\$35.00	\$35.00
Mortgage Modification – Assignment	\$25.00	\$25.00
Mortgage Modification – Assignment Short Form	\$25.00	\$25.00
Multiple Foreclosure Endorsement	\$25.00	\$25.00
Multiple Mortgages in One Policy (CLTA Form 105.1)	\$100.00	\$50.00

Multiple Mortgages in One Policy (DH Form 112)	\$100.00	\$50.00
Non-Forfeiture Endorsement	\$.50/thousand; \$25 minimum	\$25.00
Non-Imputation Endorsement – Full Equity Transfer (ALTA Form 15.06)*	\$500.00 10% of Basic Rate if a higher risk transaction	\$500.00 10% of Basic Rate if a higher risk transaction
Non-Imputation Endorsement – Additional Insured (ALTA Form 15.1.06)*	\$500.00 10% of Basic Rate if a higher risk transaction	\$500.00 10% of Basic Rate if a higher risk transaction
Non-Imputation Endorsement – Partial Equity Transfer (ALTA Form 15.2.06)*	\$500.00 10% of Basic Rate if a higher risk transaction	\$500.00 10% of Basic Rate if a higher risk transaction
Non-Merger Endorsement *	\$.50/thousand; \$25 minimum	\$25.00
Operating Agreement Endorsement *	\$100.00	Not Available
Partial Release Endorsement	\$50.00	\$25.00
Partnership Endorsement	\$50.00	Not Available
Pending Disbursement	\$3.00/thousand	\$3.00/thousand
Planned Unit Development (ALTA Form 5.06)	10% of Basic Rate; \$25.00 minimum	<b>No Charge</b>
Planned Unit Development (ALTA Form 5.1.06)	10% of Basic Rate; \$25.00 minimum	<b>No Charge</b>
Rate Reduction Option Rider	\$50.00	\$25.00
Restrictions, Encroachments and Minerals (ALTA Form 9.06)	10% of Basic Rate, \$25.00 minimum	<b>No Charge</b>
Restrictions, Encroachments and Minerals – Owner’s Policy – Unimproved Land (ALTA Form 9.1.06)	20% of Basic Rate	<b>No Charge</b>
Restrictions, Encroachments and Minerals – Owner’s Policy – Improved Land (ALTA Form 9.2.06)	20% of Basic Rate	20% of Basic Rate
Restrictions, Encroachments and Minerals – Loan Policy (ALTA Form 9.3.06)	20% of Basic Rate	<b>No Charge</b>
Restrictions, Encroachments and Minerals – Owner’s Policy – Unimproved Lands (ALTA Form 9.4.06)	20% of Basic Rate	20% of Basic Rate
Restrictions, Encroachments and Minerals – Owner’s Policy – Improved Lands (ALTA Form 9.5.06)	20% of Basic Rate	20% of Basic Rate
Restrictions	\$50.00	\$25.00
Reverse Mortgage Endorsement	\$50.00	\$25.00
Revolving Line of Credit *	\$200.00	\$200.00
Sears Endorsement – Future Improvements	\$50.00	\$25.00
Street Assessments (ALTA Form 1.06)	\$100.00	\$25.00
Subdivision Endorsement	\$100.00	\$25.00
Survey Endorsement	\$100.00	\$25.00
Survey Endorsement (CLTA Form 116.1)	\$100.00	\$25.00
Survey Endorsement – New Construction	\$100.00	\$25.00
Tax Deed Extinguishing Easement	\$200.00	\$25.00
Tax Parcel I.D.	\$100.00	\$25.00
Tax Parcel – Single (ALTA Form 18.06)	\$100.00	\$50 minimum
Tax Parcel – Multiple (ALTA Form 18.1.06)	\$100.00	\$75 minimum
Truth-In-Lending (ALTA Form 2.06)	\$25.00	\$25.00
Usury *	10% of Basic Rate	10% of Basic Rate
Utility Facility Endorsement	\$250.00	Not Available
Variable Rate Mortgage (ALTA Form 6.06)	\$50.00	<b>No Charge</b>
Variable Rate Mortgage – Negative Amortization (ALTA	\$50.00	<b>No Charge</b>

Form 6.2.06)		
Zoning (ALTA Form 3.06) *	\$300.00 10% of Basic Rate if a higher risk transaction	\$300.00 10% of Basic Rate if a higher risk transaction
Zoning – Completed Structure (ALTA Form 3.1.06) *	\$500.00 10% of Basic Rate if a higher risk transaction	\$500.00 10% of Basic Rate if a higher risk transaction

\* = Approval by Dakota Homestead required prior to issuing these endorsements

\*\*All Endorsement charges are applied per policy endorsed and per transaction; e.g., when a simultaneous loan and owner's policies are issued and each contains an Access Endorsement, the total charge will be \$50.00.

# INDEX TO FILED FORMS

## Policy Forms

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2. ALTA Owner's Policy of Title Insurance
3. ALTA U.S. Policy of Title Insurance
4. ALTA Mortgagee Policy of Title Insurance
5. ALTA Short Form Residential Mortgage Policy
6. ALTA Residential Owner's Policy of Title Insurance
7. ALTA Master Loan Policy (filed in 2009)

## Endorsements

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**Guarantees**

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