



## SCHEDULE OF CHARGES FOR USE IN THE STATE OF INDIANA

This schedule is for the use of issuing attorneys, title agencies and title offices issuing Stewart Title Guaranty Company's ("Stewart" or "Underwriter") Title Insurance Policies. Any other use or reproduction of this schedule is prohibited.

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## SCHEDULE OF CHARGES FOR USE IN THE STATE OF INDIANA

### RESIDENTIAL - STANDARD ALTA POLICY CHARGES PER THOUSAND

Amount of Coverage	OWNER'S/ LEASEHOLD POLICY	LOAN POLICY	EXPANDED COVERAGE ALTA HOMEOWNER'S POLICY	EXPANDED COVERAGE ALTA LOAN POLICY
Minimum Charge	\$180.00	\$100.00	\$195.00	\$165.00
Over \$50,000 to \$100,000, add	\$3.00	\$1.20	\$3.30	\$1.32
Over \$100,000 to \$2,000,000, add	\$2.00	\$1.15	\$2.20	\$1.27
Over \$2,000,000 to \$5,000,000, add	\$1.75	\$1.00	\$1.93	\$1.10
Over \$5,000,000, add	\$1.25	\$1.00	\$1.38	\$1.10

*NOTE: To compute any charge on a fractional thousand (except as to minimum charges), you are to round up to the next higher whole thousand.*

### COMMERCIAL - STANDARD ALTA OWNER'S POLICY CHARGES

Amount of Coverage	CHARGE
Up to \$250,000	\$500.00
	Per Thousand
Over \$250,000 to \$1,000,000	\$2.00
Over \$1,000,000 to \$3,000,000	\$1.30
Over \$3,000,000 to \$5,000,000	\$1.28
Over \$5,000,000 to \$7,500,000	\$1.12
Over \$7,500,000 to \$10,000,000	\$1.00
Over \$10,000,000 to \$20,000,000	\$0.95
Over \$20,000,000 to \$50,000,000	\$0.70
Over \$50,000,000	\$0.50

### COMMERCIAL - STANDARD ALTA LOAN POLICY CHARGES

Amount of Coverage	CHARGE
Up to \$285,000	\$500.00
	Per Thousand
Over \$285,000 to \$1,000,000	\$1.75
Over \$1,000,000 to \$3,000,000	\$1.30
Over \$3,000,000 to \$5,000,000	\$1.28
Over \$5,000,000 to \$7,500,000	\$1.12
Over \$7,500,000 to \$10,000,000	\$1.00
Over \$10,000,000 to \$20,000,000	\$0.95
Over \$20,000,000 to \$50,000,000	\$0.70
Over \$50,000,000	\$0.50

**OWNER POLICY REISSUE CREDIT:** A reissue credit of 25% shall apply for a new owner's policy to be issued where a prior owner's policy was previously issued within the immediately preceding 10 years; this credit shall apply up to the amount of the prior owner's policy. Stewart is under no obligation to seek or make a determination of the existence of a previous policy.

**CLOSING PROTECTION LETTER:** A Closing Protection Letter (CPL) is available to the parties of the transaction. CPLs shall be issued in a residential real estate transaction if (a) a title policy is issued by a title company or by a title insurance producer on behalf of the company, and (b) the company or title insurance producer also acts as the settlement or closing agent for the transaction. If the conditions are met, the CPL must be issued to the lender, borrower, buyer, and seller of the property. A fee shall be charged to each party receiving the benefit of the CPL. The fees to be charged shall be \$25 for a lender, buyer/borrower and seller. The entire amount of the CPL fee, rate, or charge shall be remitted to Underwriter for providing a CPL. In the event of a second mortgage or HELOC by a lender other than the primary lender, an additional fee of \$25 per letter would be charged. A CPL may be issued in a commercial transaction (defined as non 1-4 family transaction) under the same terms, conditions and charges set forth above, if provided.

As examples:

- In a refinance transaction the CPL charges would be \$50 total (\$25 for lender and \$25 for borrower);
- In a purchase transaction with financing the CPL charges would be \$75 total (\$25 for lender, \$25 for borrower/buyer and \$25 for seller);
- In a purchase transaction without financing the CPL charges would be \$50 total (\$25 for seller and \$25 for buyer)

**DEFINITION OF RESIDENTIAL POLICIES:** Residential Policies for purposes of insurance rates shall mean title insurance policies that insure the title to real property improved with a one-to-four family dwelling, a residential condominium unit, a mobile home permanently affixed to real estate or a residential lot or land of 25 acres or less upon which purchaser intends to construct a one-to-four family dwelling. All other property shall be covered by Stewart's commercial rates set forth herein.

**RESIDENTIAL SIMULTANEOUS ISSUE FEE:** When an Owner's and a Loan Policy of title insurance covering the identical property are to be issued simultaneously, the charge for the loan policy will be \$50 up to the amount of the owner's policy.

**RESIDENTIAL SIMULTANEOUS ISSUED LOAN POLICY EXCEEDS THE OWNER'S POLICY:** If the loan liability amount exceeds the Owner's Policy amount, the simultaneous charge is determined by using loan rates for the higher loan liability and subtract the loan rate for the Owner's Policy amount and then add to the simultaneous charge of \$50.00.

**COMMERCIAL SIMULTANEOUS ISSUE FEE:** When an Owner's and a Loan Policy of title insurance covering the identical property are to be issued simultaneously, the charge for the loan policy will be \$225.00 up to the amount of the owner's policy

**RESIDENTIAL NEW HOME PREMIUM:** The Owner's Policy premium for a new home shall be at 50% of the basic owners policy premium shown above and shall apply to a newly built residence (one-to-four family dwellings only) sold for the first time after completion of the residence and only for the issuance of an Owners' Policy.

**RESIDENTIAL CONSTRUCTION LOAN POLICY CREDIT:** When a consumer refinances a construction loan with the same originating Lender/Bank a 50% credit shall apply for the new loan policy.

**ALTA RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY:** The liability for a residential limited coverage junior loan policy to be issued for loans to be secured by one-to-four family dwelling shall not exceed \$250,000.00 and the charge shall be \$75.00.

**INDIANA FORECLOSURE GUARANTEE:** The Indiana Foreclosure Guarantee is limited to issuance on Residential one-to-four single family dwellings only with a maximum policy liability of \$500,000.00 and the charges are as follows:

Liability Amount	Charge
\$200,000 or below	\$225.00
\$200,001 to \$300,000	\$325.00
\$300,001 to \$500,000	\$425.00

**DELETION OF GENERAL EXCEPTION FOR MECHANICS' LIENS-LOAN POLICY:** When a Loan Policy is to be issued insuring a mortgage and there is a risk of loss of priority to mechanics' lien claimants as determined by underwriter and the standard general exception for mechanics' liens is to be deleted, the charge shall be the greater of \$50 or \$.05 per thousand with a maximum charge of \$600.

**LEASEHOLD TITLE INSURANCE:** Leasehold title insurance is provided by attaching ALTA 13 to the Owner's Policy and ALTA 31.1 to the Loan Policy. There is no charge for these endorsements.

**RESIDENTIAL ENDORSEMENTS:** Standard non-hazardous residential endorsements approved for issuance in Indiana are issued at no charge.

**COMMERCIAL ENDORSEMENTS:** Gross premium (risk rate) to be received by Stewart for commercial endorsements in Indiana is as follows:

**Standard Non-Hazardous Endorsements:** The greater of \$25 or \$0.0125/\$1,000; maximum charge of \$300.

- 1) ALTA Endorsement 1 Street Assessments
- 2) ALTA Endorsement 2 Truth in Lending
- 3) ALTA Endorsement 4 Condominium
- 4) ALTA Endorsement 4.1 Condominium
- 5) ALTA Endorsement 5 Planned Unit Development
- 6) ALTA Endorsement 5.1 Planned Unit Development
- 7) ALTA Endorsement 6 Variable Rate Mortgage-Negative Amortization
- 8) ALTA Endorsement 6.2 Variable Rate Mortgage – Negative Amortization
- 9) ALTA Endorsement 7 Manufactured Housing Unit
- 10) ALTA Endorsement 7.1 Manufactured Housing Unit-Conversion Loan
- 11) ALTA Endorsement 7.2 Manufactured Housing Unit-Conversion Owners
- 12) ALTA Endorsement 8.1 Environmental Protection Lien
- 13) ALTA Endorsement 8.2 Commercial Environmental Protection Lien
- 14) ALTA Endorsement 9 Restrictions, Encroachments, Minerals
- 15) ALTA Endorsement 9.1 Covenants, Conditions, and Restrictions-Unimproved Land-Owner's Policy
- 16) ALTA Endorsement 9.2 Covenants, Conditions, and Restrictions-Improved Land-Owner's Policy
- 17) ALTA Endorsement 9.3 Covenants, Conditions and Restrictions – Loan Policy
- 18) ALTA Endorsement 9.4 Restrictions, Encroachments and Minerals-Owner's Policy-Unimproved Land
- 19) ALTA Endorsement 9.5 Restrictions, Encroachments, and Minerals-Owner's Policy-Improved Land
- 20) ALTA Endorsement 9.6 Private Rights-Loan Policy
- 21) ALTA Endorsement 9.7 Restrictions, Encroachments, Minerals-Land Under Development-Loan Policy
- 22) ALTA Endorsement 9.8 Covenants, Conditions, and Restrictions-Land Under Development-Owner's Policy
- 23) ALTA Endorsement 9.9 Private Rights-owner's Policy
- 24) ALTA Endorsement 9.10 Restrictions, Encroachments, Minerals – Current Violations – Loan Policy
- 25) ALTA Endorsement 10 Assignment
- 26) ALTA Endorsement 10.1 Assignment and Date Down
- 27) ALTA Endorsement 11 Mortgage Modification
- 28) ALTA Endorsement 11.1 Mortgage Modification with Subordination
- 29) ALTA Endorsement 11.2 Mortgage Modification with Additional Amount of Insurance
- 30) ALTA Endorsement 14 Future Advance-Priority with MML
- 31) ALTA Endorsement 14 Future Advance-Priority without MML
- 32) ALTA Endorsement 14.1 Future Advance-Knowledge with MML
- 33) ALTA Endorsement 14.1 Future Advance-Knowledge without MML

- 34) ALTA Endorsement 14.2 Future Advance-Letter of Credit with MML
- 35) ALTA Endorsement 14.2 Future Advance-Letter of Credit without MML
- 36) ALTA Endorsement 14.3 Future Advance-Reverse Mortgage with MML
- 37) ALTA Endorsement 14.3 Future Advance-Reverse Mortgage without MML
- 38) ALTA Endorsement 17 Access and Entry
- 39) ALTA Endorsement 17.1 Indirect Access and Entry
- 40) ALTA Endorsement 17.2 Utility Access
- 41) ALTA Endorsement 18 Single Tax Parcel
- 42) ALTA Endorsement 18.1 Multiple Tax Parcel
- 43) ALTA Endorsement 19 Contiguity-Multiple Parcels
- 44) ALTA Endorsement 19.1 Contiguity-Single Parcel
- 45) ALTA Endorsement 20 First Loss-Multiple Parcel Transactions
- 46) ALTA Endorsement 22 Location
- 47) ALTA Endorsement 22.1 Location and Map
- 48) ALTA Endorsement 23 Co-Insurance
- 49) ALTA Endorsement 24 Doing Business
- 50) ALTA Endorsement 25 Same as Survey
- 51) ALTA Endorsement 25.01 Same as Portion of Survey
- 52) ALTA Endorsement 26 Subdivision
- 53) ALTA Endorsement 27 Usury
- 54) ALTA Endorsement 28 Easement-Damage or Enforced Removal
- 55) ALTA Endorsement 28.1 Encroachments-Boundaries and Easements
- 56) ALTA Endorsement 28.2 Encroachments – Boundaries and Easements – Described Improvements
- 57) ALTA Endorsement 31-Severable Improvements
- 58) ALTA 33 Disbursement
- 59) ALTA Endorsement 37 Assignment of Rents and Leases
- 60) ALTA Endorsement 38 Mortgage Tax
- 61) ALTA Endorsement 39 Policy Authentication
- 62) ALTA Endorsement 44 Insured Mortgage Recording
- 63) ALTA JR 1 Endorsement
- 64) ALTA JR 2 (Future Advance) Endorsement
- 65) ALTA Limited Pre-Foreclosure Date-Down Endorsement
- 66) STG Access Endorsement – Easement (Indiana Modified)
- 67) STG Access Endorsement (Indiana Modified)
- 68) Indiana Arbitration Endorsement

**Extra-hazardous endorsements:** The greater of \$50 or \$0.05/\$1,000 for the following extra-hazardous endorsements; maximum charge of \$600.

- 1) ALTA Endorsement 3 Zoning Unimproved Land
- 2) ALTA Endorsement 3.1 Zoning-Completed Structure
- 3) ALTA Endorsement 3.2 Zoning-Land Under Development
- 4) ALTA Endorsement 12 Aggregation
- 5) ALTA Endorsement 12.1 Aggregation – State Limits
- 6) ALTA Endorsement 15 Non-imputation – Full Equity Transfer
- 7) ALTA Endorsement 15.1 Non-imputation – Additional Insured
- 8) ALTA Endorsement 15.2 Non-imputation – Partial Equity Transfer
- 9) ALTA Endorsement 16 Mezzanine Financing
- 10) ALTA Endorsement 29 Interest Rate Swap Endorsement-Direct Obligation
- 11) ALTA Endorsement 29.1 Interest Rate Swap Endorsement-Additional Interest
- 12) ALTA Endorsement 29.2 Interest Rate Swap Endorsement-Direct Obligation-Defined Amount
- 13) ALTA Endorsement 29.3 Interest Rate Swap Endorsement-Additional Interest-Defined Amount
- 14) ALTA Endorsement 30 One To Four Family Shared Appreciation Mortgage
- 15) ALTA Endorsement 30.1 Commercial Participation Interest
- 16) ALTA Endorsement 32 Construction Loan – Loss of Priority
- 17) ALTA Endorsement 32.1 Construction Loan – Loss of Priority – Direct Payment

- 18) ALTA Endorsement 32.2 Construction Loan – Loss of Priority – Insured’s Direct Payment
- 19) ALTA Endorsement 34 Identified Risk Coverage
- 20) ALTA Endorsement 35 Minerals and Other Subsurface Substances – Buildings
- 21) ALTA Endorsement 35.1 Minerals and Other Subsurface Substances-Improvements
- 22) ALTA Endorsement 35.2 Minerals and Other Subsurface Substances-Described Improvements
- 23) ALTA Endorsement 35.3 Minerals and Other Subsurface Substances-Land Under Development
- 24) ALTA Endorsement 36 Energy Project-Leasehold/Easement – Owner’s
- 25) ALTA Endorsement 36.1 Energy Project-Leasehold/Easement-Loan
- 26) ALTA Endorsement 36.2 Energy Project-Leasehold – Owner’s
- 27) ALTA Endorsement 36.3 Energy Project-Leasehold – Loan
- 28) ALTA Endorsement 36.4 Energy Project-Covenants, Conditions and Restrictions – Land Under Development – Owner’s
- 29) ALTA Endorsement 36.5 Energy Project-Covenants, Conditions and Restrictions – Land Under Development – Loan
- 30) ALTA Endorsement 36.6 Energy Project – Encroachments
- 31) ALTA Endorsement 41 Water – Buildings
- 32) ALTA Endorsement 41.1 Water – Improvements
- 33) ALTA Endorsement 41.2 Water – Described Improvements
- 34) ALTA Endorsement 41.3 Water – Land Under Development
- 35) ALTA Endorsement 42 Commercial Lender Group
- 36) ALTA Endorsement 43 Anti-taint
- 37) Indiana Going Concern Endorsement
- 38) STG Fairway Endorsement 1 (Indiana Modified)
- 39) STG Fairway Endorsement 2 (Indiana Modified)
- 40) STG Fairway Endorsement LLC (Indiana Modified)
- 41) STG Re-characterization Endorsement (Indiana Modified)
- 42) STG Option Endorsement (Indiana Modified)
- 43) STG Indiana Shopping Center Endorsement
- 44) Indiana Piggyback Endorsement

**CHARGES FOR SPECIAL OR EXTRAORDINARY RISK:** When extending special coverages or assuming extra hazardous risk, an additional charge, commensurate with the risk assumed thereunder may be made with Underwriter approval upon written application of Consent to Rate Filing filed with the commissioner.

**GROSS PREMIUM (RISK RATE):** The gross premium (risk rate) to be remitted to Stewart for a title policy shall be based upon the above Schedule of Charges. The gross premium (risk rate) does **NOT** include any costs for services to be performed prior to the issuance of Stewart’s title insurance policy (e.g., title search and/or examination fees, commitment and/or final policy preparation, recordation, etc.).

**TIEF FEE:** After June 30, 2006, any person that purchases a title insurance policy must pay a fee of five dollars (\$5.00) for the title insurance enforcement fund at the time premium is paid for the title insurance policy. Therefore, the \$5.00 fee must be charged as a line item on the 1100 series on the HUD for any transaction closing after June 30, 2006. The Title Insurance Enforcement Fund Fee should be reflected on the HUD as the "TIEFF". If your office is not conducting the closing, an additional \$5.00 fee must be collected in addition to the premium payable for any policies to be issued. The fee applies to both commercial and residential title insurance policies. If a loan and owners policy is issued simultaneously, a \$5.00 fee must be collected for each policy. The \$5.00 fee is payable to the underwriter upon which the policy is issued and is to be remitted separately from the Policy Premium Check to the underwriter. The underwriter shall retain two dollars (\$2.00) of the fee collected as an administrative fee. The underwriter shall be responsible for remitting the remaining three dollars (\$3.00) to the Department of Insurance. Agents are advised to immediately add the following or a substantially similar requirement to their commitments:

By virtue of I.C. 27-7-3.6, a fee of \$5.00 payable to the title insurance underwriter will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.