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# STEWART TITLE GUARANTY COMPANY SCHEDULE OF CHARGES AND FORMS FOR TITLE INSURANCE IN THE STATE OF NEW HAMPSHIRE

This manual is for the use of Stewart Title Guaranty Company's ("Company") Title Insurance Policy Issuing Attorneys, Agents, and Offices. Any other use or reproduction of this manual is prohibited.

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# NEW HAMPSHIRE TITLE INSURANCE MANUAL OF CHARGES

## A. GENERAL PROVISIONS

The charges set forth herein shall be observed by all policy issuing attorneys, agents, and offices except when a deviation charge has been filed and approved by the Department of Insurance of the State of New Hampshire.

The charges set forth herein do not include any fee made for title search, title examination, settlement, closing, or escrow services performed by approved attorneys, agents, or offices.

Charges are applicable to units of insurance in multiples of \$1,000 or fractions thereof.

Whenever the underwriter deems the coverage to be extra hazardous, additional charges commensurate with the risk may be assessed. The charge for any endorsement issued in connection with a policy for commercial or industrial real property is negotiable.

Notwithstanding any provisions herein to the contrary, an issuing attorney, agent or office, which would otherwise be obligated to issue its policy of title insurance or other indemnity, at a charge below original charges set out herein, may refuse to issue at the lower charge and may issue at original charges if it notifies the insured in writing of the insured's right to the reduced charge and secures from him a written waiver of that right and request that the company issue at the original charges.

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

## DEFINITIONS

Charge. The charge is that cost per unit of insurance which, when multiplied by the total units of liability, results in the charge for the risk assumed. The charge does not include the abstracting or searching fee, examination fee, settlement fees, closing fees, or escrow fees.

Full Principal Debt. The full principal debt is that part of the mortgage debt that is secured by land, excluding therefrom that part of the debt, if any, secured by personal property.

Full Value of the Land. The full value of the land is the actual purchase price or, if no sale is involved, the full reasonable value as may be agreed upon between the insurer and the proposed insured. On leasehold estates, the full value of the land is the aggregate of the rentals payable under the primary term of the lease or the full value of the land as herein defined, whichever is less.

Identical Land. The identical land is the land or any part thereof described in a policy of title insurance or other indemnity.

Insured. The insured is the person named as the insured in the policy of title insurance or other indemnity.

Land, Premises, or Property. Unless otherwise set forth in the policy of title insurance or other indemnity, land, premises, or property is the land described, specifically or by reference, and improvements affixed thereto which by law constitute real property.

Mortgage. A mortgage is a mortgage, deed of trust, trust deed, or other security instrument relating, at least in part, to land.

Simultaneous Issuance. Simultaneous issue is the issuance of two or more policies 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, these policies must have been able to have been issued the same day and a commitment to insure each interest insured must have been issued at the time of the consummation of the transaction.

## **B. SCHEDULE OF CHARGES FOR POLICIES**

### **1. Commitments to Insure**

- (a) Commitments to insure may be issued only when the issuing company has received a bona fide order to insure the entity named as a party to be insured as to the interest in the title to the real property specified in the commitment.

When a commitment to insure is issued, it is expected that the policy committed for shall be issued if the transaction as contemplated is completed, and the applicable charge for the issuance of the policy shall be collected. A transaction shall be deemed to be completed when the interest specified in the commitment is created of record in the entity named to be insured in the commitment.

- (b) When title is to be acquired by a grantee to facilitate sale to a subsequent purchaser, a commitment for an owner's policy may be issued in contemplation of two successive transfers of fee simple title involving the identical one-to-four family residential parcel or real estate or a residential condominium unit, provided that both transfers take place within a period of not more than one year from the date of issuance of the original commitment.

Any commitment so issued may name as a party insured the proposed grantee in the first deed as well as the proposed purchaser to be named in the second deed, provided that the second deed is delivered and filed for record within a period of one year after the date of issuance of the original commitment. Any commitment so issued may be amended to show the change in status of title, to include the vesting of title in the first grantee, and to require subsequent transfer to the second grantee.

If no further activity transferring the title occurs of record within one year from the date of the original issuance of the commitment, the transaction shall be deemed to have been completed and the owner's policy shall be issued insuring the grantee in the first transfer as contemplated in the original commitment.

If, within the period of one year after the issuance of the original commitment for the owner's policy, the first grantee transfers the title of record to a subsequent grantee, the transaction shall be deemed to have been completed and the owner's policy shall be issued to the second grantee for the full amount of the purchase price. The charge shall be the original charge for issuance of the owner's policy.

2. **Construction Loan Commitments**

When a commitment is provided in lieu of immediate issuance of a policy on a temporary construction loan, the following charge will apply:

The first \$5,000	\$7.50
For each additional \$1,000 or fraction thereof	\$1.00

When the policy committed for is requested, the original charge for the Loan policy shall be applicable. Credit shall be allowed for the amount paid for the commitment, less the minimum charge, provided that upon completion of construction, if the temporary construction loan is not replaced by a permanent loan, the transaction shall be deemed completed and a policy covering the temporary construction loan shall be issued.

If the temporary construction loan is refinanced by a permanent loan and the policy is issued in connection with the new security instrument securing the permanent loan, no credit shall be allowed for the cost of the construction loan commitment.

3. **Original Charge for Owner's or Leasehold Policies**

An owner's policy insuring a fee simple estate will not be issued for less than the full face value of the insured's interest in the land. An owner's policy insuring a leasehold estate will not be issued for less than the aggregate of the rentals payable under the primary term of the lease or the full value of the land, whichever is less.

The charge for original owner's or leasehold insurance shall be as follows:

Amount of Liability	Per Thousand
Up to \$200,000	\$3.00
\$200,001-\$1,000,000, add	\$2.00
\$1,000,001-\$5,000,000, add	\$1.50
Over \$5,000,000	negotiable
Minimum charge	\$100

4. **ALTA Homeowner's Policy of Title Insurance**

This policy is to be issued on one-to-four family residential structures.

The charge for the policy shall be as follows:

Amount of Liability	Per Thousand
Up to \$200,000	\$3.30
\$200,001-\$1,000,000, add	\$2.20
\$1,000,001-\$5,000,000, add	\$1.65
Over \$5,000,000	negotiable
Minimum charge	\$100

5. **Charge for Owner's Policy Issued to Insured Under a Leasehold Policy**

When an insured under a leasehold policy purchases the land within five (5) years after issuance of a leasehold policy, the insured may be issued an owner's policy in an

amount up to the face amount of the insured's leasehold policy at fifty percent (50%) of the original owner's charge.

If the owner's policy is not issued within five years of issuance of the leasehold policy, the owner's policy charge shall be seventy-five percent (75%) of the original owner's charge to the extent that the amount of liability thereunder does not exceed the liability under the leasehold policy.

To the extent that the amount of owner's coverage exceeds the leasehold coverage, assess the original charge.

6. **Original Charge for Loan Policies**

A Loan policy cannot be issued for an amount less than the full principal debt. A policy can, however, be issued for an amount in excess of the principal debt to cover interest, foreclosure costs, etc.

A Loan policy expires with the payment or 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 which was originally covered by insurance is a new transaction creating new liability, and if insured, carries the original charge for the Loan policy, unless it falls within the classification of charge for Loan policies on refinance loans.

The charge for original Loan policy regardless of whether it applies to a first mortgage or to a mortgage other than a first shall be as follows:

Amount of Liability	Per Thousand
Up to \$500,000	\$2.00
\$500,001-\$5,000,000, add	\$1.75
Over \$5,000,000	negotiable
Minimum charge	\$100

7. **ALTA Expanded Coverage Residential Loan Policy, ALTA Expanded Coverage Residential Loan Policy-Current Assessments**

8. **ALTA Short Form Expanded Coverage Residential Loan Policy, ALTA Short Form Expanded Coverage Residential Loan Policy-Current Assessments**

The ALTA Expanded Coverage Residential Loan Policy - Current Assessments provides additional coverage to lenders for certain assessments imposed at Date of Policy.

The ALTA Short Form Expanded Coverage Residential Loan Policy - Current Assessments is the Short Form version of the ALTA Expanded Coverage Residential Loan Policy. It incorporates the insuring provisions, exclusions and conditions of that ALTA policy. It provides additional coverage to lenders for certain assessments imposed at Date of Policy.

These policies are to be issued on one-to-four family residential structures. The charge for these policies will be one hundred ten percent (110%) of the applicable charge for the original Loan Policy, currently approved for New Hampshire, plus any additional charges for endorsements, if any, issued separately or included in the ALTA Expanded Coverage Residential Loan Policy coverages.

9. **Refinance Charge for Loan Policies**

A refinance charge shall apply to all 1-4 family residential refinance transactions if the property is currently encumbered by a first mortgage held by an institutional lender recorded within the last five (5) years. The refinance charge is equivalent to sixty percent (60%) of the charge for an original loan policy and shall apply to the full amount of the new loan.

10. **Original Charge for United States of America Policies**

When an owner's policy is issued to the United States of America on a form approved by the Department of Justice, which insures against loss or damage, together with costs and expenses, that title to land or an interest therein is as outlined in the policy, its exceptions, conditions, and stipulations, the charge shall be the same as for owner's and leasehold policies.

11. **Residential Liquidation Programs by Federal Agencies**

When an insured under a Loan policy acquires title to a one-to-four family residence by foreclosure or by voluntary conveyance in lieu of foreclosure in extinguishment of a debt and transfers title to the residence to a governmental agency in connection with that agency's business of guaranteeing the repayment of the mortgage, and the 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 twenty-four months committing the company to issue an owner's policy to the agency or to its purchaser.
- (b) An owner's policy issued as committed for shall be issued to:
  - (1) The purchaser from the agency. The charge shall be the applicable reissue charge for an owner's policy up to the amount of the commitment, plus the original charge for any amount in excess of the commitment.
  - (2) The agency after the expiration of twenty-four months if no transfer has been made. The charge shall be the applicable reissue charge for the owner's policy, up to the amount of the commitment.

12. **Coinsurance**

In a transaction where the total liability is assumed by two or more insurers, with the liability being divided between the insurers from the first dollar, the charge applicable to the liability assumed by each insurer shall be the charge as set forth herein, computed as though each insurer were the primary insurer from the first dollar of its liability.

13. **Land Contracts**

At the time a land contract is recorded, an owner's policy shall be issued with the proper charge assessed.

The vendee shall be the named insured.

At such time as the deed is filed and record title is vested in the same vendee previously insured, and upon furnishing a copy of the owner's policy and owner's

policy up to the same amount insuring the new estate, a policy shall be issued at eighty (80%) of the basic charge up to the liability previously issued with excess coverage at the original owner's policy charge.

14. **Residential Mortgage Survey Affidavit**

The charge for the residential mortgage survey affidavit shall be \$50.

15. **Foreclosure Insurance Policy**

The Foreclosure Insurance Policy is a policy to be issued prior to foreclosure and would be issued to a foreclosing lender, trustee (in deed of trust states), and/or lender's attorney. The policy insures as to various title matters according to the public records: (1) the ownership of the land; (2) leases, options, or contracts to purchase; (3) notices of bankruptcy; (4) notices of default or foreclosure; (5) defects or encumbrances recorded after the foreclosing mortgage; and (6) addresses and assignments of the above matters or claimants. The Policy is issued in anticipation of a foreclosure of a mortgage and provides the mortgagee with record information regarding those persons who should be joined in a foreclosure action or who should be notified of a foreclosure. Continuation of coverage could be provided by a down date endorsement. The premium for the policy will remain identical to the charges of other Loan policies, with a minimum charge of \$100.

16. **ALTA Residential Limited Coverage Junior Loan Policy**

17. **ALTA Short Form Residential Limited Coverage Junior Loan Policy**

Upon application, the Company may issue the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy to an insured affording limited liability based upon a search for specific types of interest shown by the public record.

The charge for this type of Limited Coverage Junior Loan Policy shall be \$2.00 per \$1,000, with a minimum charge of \$65.

18. **Simultaneous Issue Transactions**

a) **Simultaneous Issuance of Owner's and Leasehold Policies**

When a leasehold owner's policy of an equal or lesser amount is issued with the same effective date simultaneously with an owner's policy covering the same land, the leasehold owner's policy shall be issued at thirty (30%) of the owner's policy charge applicable to that transaction. The minimum for each policy shall be \$100.

b) **Simultaneous Issuance of Two Owner's Policies Insuring the Fee Title**

When an owner's policy is issued to the purchaser, and the seller at the time of the conveyance desires an owner's policy, the charge on the first policy shall be the original charge, and the second policy shall be issued for an additional thirty percent (30%) of the original charge. The minimum for each policy shall be \$100.



c) **Simultaneous Issuance of Owner's and Loan Policies**

When a loan policy of an equal or lesser amount is issued with the same effective date simultaneously with an owner's policy covering the same land and the mortgagor is the holder of the security instrument listed in Schedule A of the owner's policy, the charge for the loan policy so simultaneously issued shall be \$50. The foregoing is applicable to a leasehold loan policy issued simultaneously with a leasehold owner's policy.

d) **Simultaneous Issuance of Owner's Policy for Residential Construction**

A Loan policy may be issued to the construction loan mortgagee of a residential builder on a one-to-four family dwelling wherein the builder shall be delivering an owner's policy to the ultimate purchaser. The charge for the Loan policy and ultimate purchaser's owner's policy shall be the original owner's policy charge calculated for the purchase price plus \$50. Payment for the Loan and owner's policies shall be made at the time of the issuance of the Loan policy. An adjustment for the owner's policy and any additional charge shall be made at the time of the issuance of the owner's policy.

19. **ALTA Residential Limited Coverage Mortgage Modification Policy**

The ALTA Residential Limited Coverage Mortgage Policy may be issued in connection with a modification of a mortgage by an institutional lender covering one-to-four residential real property or condominiums. The charge for the ALTA Residential Limited Coverage Mortgage Modification Policy shall be \$150.00. The rate shall not include any charges for separate services, including abstracting or search services, or recording, that are provided to institutional lenders.

**C. ENDORSEMENTS**

Endorsements for special or unusual risks that are requested by the insured and acceptable to the Company may be issued and charged for at a price agreed upon by the Company and the insured.

ALTA Series	Description	Charge
ALTA 1	Street Assessments	\$.50 per thousand
ALTA 3	Zoning	\$.50 per thousand
ALTA 3.1	Zoning-Completed Structure	\$.75 per thousand
ALTA 3.2	Zoning – Land Under Development	20% of the original charge
ALTA 4	Condominium	\$25
ALTA 4.1	Condominium	\$25
ALTA 5	Planned Unit Development	\$25
ALTA 5.1	Planned Unit Development	\$25
ALTA 6	Variable Rate Mortgage	\$25
ALTA 6.2	Variable Rate Mortgage-Negative Amortization	\$25
ALTA 7	Manufactured Housing Unit	\$25
ALTA 7.1	Manufactured Housing Unit-Conversion; Loan	\$25
ALTA 7.2	Manufactured Housing Unit-Conversion; Owner	\$25
ALTA 8.1	Environmental Protection Lien	\$25
ALTA 8.2	Commercial Environmental Protection Lien	\$50
ALTA 9-06	Restrictions, Encroachments, Minerals	\$25

ALTA Series	Description	Charge
ALTA 9.1	Restrictions, Encroachments, Minerals – Unimproved Land	\$25
ALTA 9.2	Restrictions, Encroachments, Minerals – Improved Land	\$25
ALTA 9.3	Restrictions, Encroachments, Minerals	\$25
ALTA 9.6	Private Rights – Loan Policy	\$50
ALTA 9.6.1	Private Rights - Current Assessments - Loan Policy	\$50
ALTA 9.7	Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy	10% of the original charge
ALTA 9.8	Covenants, Conditions, and Restrictions – Land Under Development – Owner’s Policy	\$25
ALTA 9.9	Private Rights – Owner’s Policy	\$50
ALTA 9.10	Restrictions, Encroachments, Minerals – Current Violations – Loan Policy	10% of the original charge
ALTA 10	Assignment	\$25
ALTA 10.1	Assignment & Date Down	\$50
ALTA 11	Mortgage Modification	\$35
ALTA 11.1	Mortgage Modification with Subordination	\$35
ALTA 11.2	Mortgage Modification with Additional Amount of Insurance	\$35 plus the original charge for a loan policy on the additional amount of insurance
ALTA 12	Aggregation	No charge
ALTA 12.1	Aggregation – State Limits – Loan Policy	10% of the original charge
ALTA 13	Leasehold-Owner’s	No charge
ALTA 13.1	Leasehold-Loan	No charge
ALTA 14	Future Advance-Priority (with and without MML)	\$50
ALTA 14.1	Future Advance-Knowledge (with and without MML)	\$50
ALTA 14.2	Future Advance-Letter of Credit (with and without MML)	\$50
ALTA 14.3	Future Advance-Reverse Mortgage (with and without MML)	\$50
ALTA 15	Nonimputation-Full Equity Transfer	5% of the original charge for the owner policy
ALTA 15.1	Nonimputation-Additional Insured	5% of the original charge for the owner policy
ALTA 15.2	Nonimputation-Partial Equity Transfer	5% of the original charge for the owner policy
ALTA 16	Mezzanine Financing	5% of the original charge for the owner policy
ALTA 17	Access and Entry	No Charge
ALTA 17.1	Indirect Access and Entry	No Charge
ALTA 17.2	Utility Access	\$100
ALTA 18	Single Tax Parcel	No Charge
ALTA 18.1	Multiple Tax Parcel	No Charge
ALTA 18.2	Multiple Tax Parcel	\$50
ALTA 19	Contiguity-Multiple Parcels	\$25
ALTA 19.1	Contiguity-Single Parcel	\$25
ALTA 19.2	Contiguity – Specified Parcels	\$50
ALTA 20	First Loss-Multiple Parcel Transactions	\$25 residential; \$100 commercial
ALTA 22	Location	\$25
ALTA 22.1	Location and Map	\$25
ALTA 23	Co-Insurance	No additional charge when attached to policy
ALTA 24	Doing Business	\$50
ALTA 25	Same As Survey	\$50
ALTA 25.1	Same as Portion of Survey	\$50

ALTA Series	Description	Charge
ALTA 26	Subdivision	\$50
ALTA 27	Usury	\$100
ALTA 28	Easement-Damage or Enforced Removal	\$50
ALTA 28.1	Encroachments – Boundaries and Easements	\$50
ALTA 28.2	Encroachments – Boundaries and Easements – Described Improvements	\$50
ALTA 28.3	Encroachments – Boundaries and Easements – Described Improvements and Land Under Development	\$50
ALTA 29	Interest Rate Swap Endorsement-Direct Obligation	10% of the original charge
ALTA 29.1	Interest Rate Swap Endorsement-Additional Interest	10% of the original charge
ALTA 29.2	Interest Rate Swap Endorsement-Direct Obligation-Defined Amount	The charge will be based on the applicable increase in liability for the additional amount of insurance set forth in the endorsement based on the basic schedule of charges
ALTA 29.3	Interest Rate Swap Endorsement-Additional Interest – Defined Amount	The charge will be based on the applicable increase in liability for the additional amount of insurance set forth in the endorsement based on the basic schedule of charges
ALTA 30	One To Four Family Shared Appreciation Mortgage	\$25
ALTA 30.1	Commercial Participation Interest	10% of the original charge
ALTA 31	Severable Improvements	10% of the original charge
ALTA 32	Construction Loan – Loss of Priority	\$50
ALTA 32.1	Construction Loan – Loss of Priority – Direct Payment	\$50
ALTA 32.2	Construction Loan – Loss of Priority – Insured’s Direct Payment	10% of the original charge
ALTA 33	Disbursement	\$50
ALTA 34	Identified Risk Coverage	\$25
ALTA 35	Minerals and Other Subsurface Substances – Buildings	10% of the original charge
ALTA 35.1	Minerals and Other Subsurface Substances – Improvements	10% of the original charge
ALTA 35.2	Minerals and Other Subsurface Substances – Described Improvements	10% of the original charge
ALTA 35.3	Minerals and Other Subsurface Substances – Land Under Development	10% of the original charge
ALTA 36	Energy Project – Leasehold/Easement – Owner’s	10% of the original charge
ALTA 36.1	Energy Project – Leasehold/Easement – Loan	10% of the original charge
ALTA 36.2	Energy Project – Leasehold – Owner’s	10% of the original charge
ALTA 36.3	Energy Project – Leasehold – Loan	10% of the original charge
ALTA 36.4	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner’s	\$100
ALTA 36.5	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan	\$100
ALTA 36.6	Energy Project - Encroachments	\$100
ALTA 36.7	Energy Project - Fee Estate - Owner’s Policy	10% of the original charge
ALTA 36.8	Energy Project - Fee Estate - Loan Policy	10% of the original charge
ALTA 37	Assignment of Rents or Leases	\$50
ALTA 38	Mortgage Tax	\$50
ALTA 39	Policy Authentication	\$50
ALTA 40	Tax Credit – Owner’s Policy	\$100
ALTA 40.1	Tax Credit – Defined Amount – Owner’s Policy	Amount of insurance charge; \$100 min

ALTA Series	Description	Charge
ALTA 41	Water – Buildings	10% of the original charge; \$100 min
ALTA 41.1	Water – Improvements	10% of the original charge; \$100 min
ALTA 41.2	Water – Described Improvements	10% of the original charge; \$100 min
ALTA 41.3	Water – Land Under Development	10% of the original charge; \$100 min
ALTA 42	Commercial Lender Group	\$100
ALTA 43	Anti-Taint	\$100
ALTA 44	Insured Mortgage Recording – Loan	\$100
ALTA 45	Pari Passu Mortgage – Loan Policy	\$100
ALTA 46	Option	10% of the original charge
	ALTA Limited Pre-Foreclosure Policy – Date Down Endorsement	\$25
JR1	JR1 Endorsement	\$25
JR2	JR 2 (Future Advance) Endorsement	\$25

Other Endorsements	Description	Charge
HIP	Homeowner's Inflation Protection	No charge
REVOLV 2	Revolving Line of Credit	\$50
REVOLV 3	Revolving Line of Credit	No charge
CLTA 111.9; E-1596	FNMA Balloon Mortgage Endorsement	No charge
	Secondary Mortgage Market 1	\$25
E-9949	Down Date Endorsement (for Foreclosure Insurance Policy M-9839)	20% of original charge; No charge for first Endorsement
JR1	Supplement Coverage	No charge
JR2	Revolving Credit/ Variable Rate Endorsement	No charge
UCC	UCC Endorsement	15% of the original charge for the Loan Policy