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**STEWART TITLE GUARANTY COMPANY
SCHEDULE OF CHARGES
FOR USE IN
THE STATE OF ALABAMA**



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

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ALABAMA TITLE INSURANCE SCHEDULE OF CHARGES

A. GENERAL PROVISIONS AND RULES; DEFINITIONS

Thank you for using Stewart Title Guaranty Company (hereafter “Stewart” or “Underwriter”) for your title insurance needs. This manual of charges contains charges related to title insurance for the State of Alabama. The charges hereinafter set out are basic charges only and do not include charges for searches, abstracts, attorney’s fees, escrow or closing services, inspections or other services that may also be charged by agents, local attorneys, surveyors, abstractors, or abstract companies.

To compute any policy or endorsement premium (“charge”) on a fractional thousand (except as to Minimum Charges), round up to the next higher whole thousand. For example, if the contract price or loan amount is \$33,259, round up to \$34,000. When computing premium for endorsements, also round up to the next higher whole thousand.

Underwriter reserves the right to decline any application or may, at any time on notification to the applicant, cancel any application accepted as long as a commitment for insurance has not been issued.

DEFINITIONS

TERM	DEFINITION
ALTA	American Land Title Association
Basic Schedule of Charges	The charge to be applied for any standard coverage title policy when no discount or reissue rate is available.
Charge	The rate for a title insurance policy or endorsement. A Charge does not include abstracting, searching and examination fee, settlement fee, trustee fee, attorney fee, surveying fee, inspection fee, document fee, closing fee, escrow fee or any other fee associated with escrow.
CLTA	California Land Title Association. Endorsement forms adopted by CLTA are only used when the specific CLTA endorsements are available.
Commercial	"Commercial policies" for the purposes of insurance rates only includes bulk purchase or refinance of multiple residential dwellings, multi-family structures intended for the use of 5+ families, undeveloped lots, or real estate intended principally for business, commercial, industrial, religious, educational or agricultural purposes even if some portion of the real estate is used for residential purposes.
Construction Loan	A loan for the purpose of construction of on-site improvements to the Real Property to be insured. The term does not include a loan for off-site improvements such as streets and utilities.
Full Principal Debt	The amount of an Insured Mortgage that is secured by Land less any of the debt secured by personal property or uninsured Real Property interests.
Full Value of the Land	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, including improvements, whichever is less.
Homeowner’s Policy	The American Land Title Association Homeowner’s Policy of Title Insurance.
Insured	The person or entity named as the Insured in the policy of title insurance or other indemnity.
Land or Real Property	The Real Property described in Schedule A of a title insurance policy or commitment including any improvements affixed thereto which by operation of law constitute Real Property. The property described in Schedule A may be limited by exception as set out in Schedule B of the title insurance policy or commitment.
Loan Policy	A title insurance policy insuring a lender or assignee/successor of a lender.
Minimum Charge	The minimum charged to an applicant or insured shall be the lowest charge shown in the Basic Schedule of Charges in each of the foregoing pricing charts.
Mortgage	A transfer of an interest in Land, other than in trust, to secure performance of the obligation to pay back the indebtedness. The form of the mortgage may be a mortgage or other security instrument relating, at least in part, to Land.
Owner’s Policy	A title insurance policy insuring an owner, optionee, vendee, or lessee.

TERM	DEFINITION
Policy Form	Any title insurance policy or guarantee form filed by Stewart with the Commissioner of Insurance of this State.
Residential	"Residential policies" for the purposes of insurance rates only mean title insurance policies that insure the title to Real Property having a single house, individual condominium unit, mobile home permanently affixed to real estate, or other dwelling unit intended primarily for the occupancy of from one to four (1-4) families or a single residential lot upon which the purchaser intends to build a one to four family dwelling.
Simultaneous Issue	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 date and a commitment to insure each interest insured must have been issued at the time of the consummation of the transaction.
Standard Coverage Owner's Policy and Standard Coverage Loan Policy	<ol style="list-style-type: none"> 1. All taxes for the current and subsequent years, not yet due and payable. 2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land. 3. Rights or claims of parties in possession not shown by the public records. 4. Easements, or claims of easements, not shown by the public records. 5. Any lien or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records. 6. Taxes or special assessments which are not shown as existing liens by the public records. 7. Any reappraisal, adjustment, and/or escape taxes which may become due by virtue of any action of the Tax Assessor, Tax Collector, or Board of Equalization. 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
Statewide	A filing made as to all counties based upon combined experience within the state.
Stewart	Stewart Title Guaranty Company
Underwriter	Stewart Title Guaranty Company

*Any term not defined above when used in reference to a form shall have the same meaning as defined in said form.

B. COMMITMENTS AND BINDERS

1. Commitment for Title Insurance

A commitment shall be effective for 180 days. An endorsement may be issued extending the effective period of the commitment provided that:

- a. A request for extension is received prior to expiration of the commitment.
- b. The extension is for no more than 180 days.
- c. The effective date of the commitment remains unchanged.
- d. The commitment may not be extended for a total period of more than 2 years, or 5 years in the case of planned project commitments.

C. OWNER'S POLICIES

1. Basic Schedule of Charges for ALTA Owner's Policy

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$3.50
Over \$100,000 to \$500,000, add	\$3.00
Over \$500,000 to \$5,000,000, add	\$2.00
Over \$5,000,000 to \$15,000,000, add	\$1.50
Over \$15,000,000, add	\$1.00
Minimum	\$125.00 (fixed)

a. Insuring Fee Simple Interests

An ALTA Owner's Policy insuring a fee simple estate shall not be issued for less than the Full Value of the Land.

b. Insuring Leasehold Interests

An ALTA Owner's Policy insuring a leasehold estate shall not be issued for less than the aggregate of the rentals payable under the lease or the Full Value of the Land, whichever is less. However, the amount of any leasehold policy shall be subject to approval by Underwriter.

2. Calculating Reissue Credit for ALTA Owner's Policies

A reissue credit of 40% shall apply where an Owner's Policy was previously issued to the seller covering the same Real Property on which a new ALTA Owner's Policy is to be issued. The reissue credit is calculated as follows:

- a. If the Amount of Insurance provided in Schedule A of the prior Owner's Policy is equal to or greater than the Amount of Insurance in the new ALTA Owner's Policy to be issued, the reissue credit will be 40% of the Basic Charge for an ALTA Owner's Policy for the Amount of Insurance in the new ALTA Owner's Policy .
- b. If the Amount of Insurance provided in Schedule A of the prior Owner's Policy is less than the Amount of Insurance in the new ALTA Owner's Policy to be issued, the reissue credit will be 40% of the Basic Charge for an ALTA Owner's Policy for the Amount of Insurance in the prior Owner's Policy .
- c. If the Amount of Insurance provided in Schedule A of the prior ALTA Homeowner's Policy is equal to or greater than the Amount of Insurance in the new ALTA Owner's Policy to be issued, the reissue credit will be 40% of the Basic Charge for an ALTA Owner's Policy for the Amount of Insurance in the new ALTA Owner's Policy.
- d. If the Amount of Insurance provided in Schedule A of the prior ALTA Homeowner's Policy is less than the Amount of Insurance in the new ALTA Owner's Policy to be issued, the reissue credit will be 40% of the Basic Charge for an ALTA Owner's Policy for the Amount of Insurance in the prior ALTA Homeowner's Policy.

The premium associated with an Owner's Policy to which reissue credit is applied is sometimes referred to as *reissue rate*. The *reissue rate* is the rate for the new Owner's Policy after reissue credit is applied.

The Minimum Charge is \$125. Underwriter is under no obligation to seek or make a determination of the existence of a previous policy. To qualify for reissue credit, a copy of the Owner's Policy, including jacket and schedules, insuring the current owner(s) must be produced and maintained in your file. The policy must also have been issued by or on behalf of an insurer engaged in the business of title insurance and licensed by the Alabama Department of Insurance.

3. Basic Schedule of Charges for ALTA Homeowner’s Policy

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$4.20
Over \$100,000 to \$500,000, add	\$3.60
Over \$500,000 to \$5,000,000, add	\$2.40
Over \$5,000,000 to \$15,000,000, add	\$1.80
Over \$15,000,000, add	\$1.20
Minimum	\$150.00 (fixed)

An ALTA Homeowner’s Policy insuring a fee simple estate shall not be issued for less than the Full Value of the Land.

4. Calculating Reissue Credit for the ALTA Homeowner’s Policies

A reissue credit of 40% shall apply where an Owner’s Policy was previously issued insuring the same Real Property on which a new ALTA Homeowner’s Policy is being issued. The reissue credit is calculated as follows:

- a. If the Amount of Insurance provided in Schedule A of the prior Owner’s Policy is equal to or greater than the Amount of Insurance in the new ALTA Homeowner’s Policy to be issued, the reissue credit will be 40% of the Basic Charge for an ALTA Owner’s Policy for the Amount of Insurance in the new ALTA Homeowner’s Policy.
- b. If the Amount of Insurance provided in Schedule A of the prior Owner’s Policy is less than the Amount of Insurance in the new ALTA Homeowner’s Policy to be issued, the reissue credit will be 40% of the Basic Charge for an ALTA Owner’s Policy for the Amount of Insurance in the prior Owner’s Policy.
- c. If the Amount of Insurance provided in Schedule A of the prior ALTA Homeowner’s Policy is equal to or greater than the Amount of Insurance in the new ALTA Homeowner’s Policy to be issued, the reissue credit will be 40% of the Basic Charge for a ALTA Homeowner’s Policy for the Amount of Insurance in the new ALTA Homeowner’s Policy.
- d. If the Amount of Insurance provided in Schedule A of the prior ALTA Homeowner’s Policy is less than the Amount of Insurance in the new ALTA Homeowner’s Policy to be issued, the reissue credit will be 40% of the Basic Charge for an ALTA Homeowner’s Policy for the Amount of Insurance in the prior ALTA Homeowner’s Policy.

The Minimum Charge is \$150. Underwriter is under no obligation to seek or make a determination of the existence of a previous policy. To qualify for reissue credit, state law requires that a copy of the Owner’s Policy, including jacket and schedules, insuring the current owner(s) must be produced and maintained in your file. The policy must also have been issued by or on behalf of an insurer engaged in the business of title insurance and licensed by the Alabama Department of Insurance.

5. Owner’s Policy Upon Acquisition in Satisfaction of Debt

When the Insured under a Loan Policy acquires title by foreclosure or by deed in lieu of foreclosure, the Insured, or the designee for the benefit of the Insured, may purchase an Owner’s Policy at the following rates:

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$2.50
Over \$100,000 to \$500,000, add	\$2.00
Over \$500,000 to \$5,000,000, add	\$1.50
Over \$5,000,000 to \$15,000,000, add	\$1.25
Over \$15,000,000, add	\$1.00
Minimum	\$125.00 (fixed)

D. LOAN POLICIES

1. Basic Schedule of Charges for ALTA Loan Policies

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$2.50
Over \$100,000 to \$500,000, add	\$2.00
Over \$500,000 to \$5,000,000, add	\$1.50
Over \$5,000,000 to \$15,000,000, add	\$1.25
Over \$15,000,000, add	\$1.00
Minimum	\$125.00 (fixed)

2. Charge for Second Mortgage Loan Policies

The Charge for a Loan Policy insuring a second Mortgage is calculated from the Basic Schedule of Charges for Loan Policies.

3. Refinance Credit and Reissue Credit

a. Refinance Credit

A refinance credit of 40% shall apply where a prior Loan Policy has been issued on the same Real Property with the identical mortgagor(s) and the mortgage insured by the prior policy is being satisfied as part of the new transaction. This credit shall apply up to the amount of the prior Loan Policy.

If the Amount of Insurance for the new Loan Policy is in excess of the amount of the prior policy, the excess must be computed at the original charge from the appropriate bracket or brackets in the Basic Schedule of Charges for Loan Policies.

If the new Loan Policy is being issued in an amount that is less than the Loan Policy issued to the lender whose mortgage is being satisfied, the premium for the Loan Policy being issued to the new lender is reduced by 40% of the Basic Charge for the new Loan Policy.

Minimum Charge is \$125. Underwriter is under no obligation to seek or make a determination of the existence of a previous policy. To qualify for Refinance Credit, a copy of the Loan Policy, including jacket and schedules, insuring the current lender whose mortgage is being satisfied, must be produced and maintained in your file. The policy must also have been issued by or on behalf of an insurer engaged in the business of title insurance and licensed by the Alabama Department of Insurance.

b. Reissue Credit

Reissue credit of 40% shall apply where an Owner's Policy insuring the mortgagor(s) was previously issued insuring the land to be encumbered by the mortgage being insured. This credit shall apply up to the amount of the new Loan Policy or the amount of the Owner's Policy insuring the mortgagor(s), whichever is less, and is calculated using the Basic Charge for Loan Policies. For example, if an Owner's Policy was issued to the mortgagor(s) in the amount of \$100,000 and the new Loan Policy will be issued insuring the new mortgage in the amount of \$100,000, the reissue credit is 40% of the Loan Policy rate from the Basic Charge for Loan Policies.

If the Amount of Insurance for the new Loan Policy is in excess of the amount of the Owner's Policy insuring the mortgagor(s), the reissue credit is computed from Basic Charge for Loan Policies up to the Amount of Insurance in the Owner's Policy and the excess must be computed at the original Charge from the appropriate bracket or brackets in the Basic Charge for Loan Policies.

If the new Loan Policy and Owner’s Policy insuring the mortgagor(s) are identical in amount, the Loan Policy being issued to the new lender would be entitled to full refinance credit at the Loan Policy rate.

If the new Loan Policy is being issued in an amount less than the amount of the Owner’s Policy previously issued to the mortgagor(s), the premium for the Loan Policy being issued to the new lender is reduced by 40% of the premium associated with the new Loan Policy.

The premium associated with a Loan Policy to which reissue credit is applied is sometimes referred to as *reissue rate*. The *reissue rate* is the rate for the new Loan Policy being issued after the 40% credit is given for the Loan Policy previously issued to the current lender whose mortgage is being satisfied.

Minimum Charge is \$125. Underwriter is under no obligation to seek or make a determination of the existence of a previous policy. To qualify for Reissue Credit, a copy of the Owner’s Policy, including jacket and schedules, insuring the mortgagor(s) must be produced and maintained in your file. The policy must also have been issued by or on behalf of an insurer engaged in the business of title insurance and licensed by the Alabama Department of Insurance.

4. Construction Financing

Since a commitment to insure requires (as a precedent to policy issuance) evidence that no liens exist of a construction nature, a title policy should be issued as of the time the construction security instrument is filed for record. The policy will contain an appropriate note limiting coverage to amounts actually advanced pursuant to requirement to Underwriter. This “note” is commonly referred to as “the pending disbursements clause.”

Any variance from this procedure should be approved in advance by Underwriter. The Charge for this policy shall be at the Basic Schedule of Charges for Loan Policies unless refinance Charges are applicable.

At such time as the interim or temporary construction financing is converted to long-term permanent financing, and title insurance coverage is requested, the policy insuring the permanent financing will be issued at the Basic Schedule of Charges for Loan Policies, and subject to a refinance credit.

A Loan Policy insuring a construction loan is subject to the same reissue rate rules discussed in Section D3.

5. Modification of Mortgage Loan

When the indebtedness secured by a Mortgage on Real Property, the title to which has previously been insured by Stewart, is modified by a modification agreement and the insured requests an endorsement in the ALTA 11 series of endorsements, the endorsement may be issued upon proper date down of the title to the Real Property through the date of the recording of the modification agreement at the following Charges:

LIABILITY AMOUNT	CHARGE PER THOUSAND
Unpaid principal balance	\$0.10
Minimum	\$125.00 (fixed)

If the Amount of Insurance desired is in excess of the unpaid principal balance of the original loan, the Charge for the amount in excess of the unpaid principal balance shall be computed from the appropriate bracket or brackets for Loan Policies.

6. Reverse Mortgage Policies

The Charge for a Loan Policy insuring a reverse Mortgage shall be as follows:

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$3.50
Over \$100,000 to \$500,000, add	\$3.00
Over \$500,000 to \$10,000,000, add	\$2.00
Over \$10,000,000 to \$15,000,000, add	\$1.50
Over \$15,000,000, add	\$1.00
Minimum	\$125.00 (fixed)

A Loan Policy insuring the priority and enforceability of a reverse Mortgage shall not be issued for an amount less than the Full Principal Debt.

A reissue credit of 40% shall apply where a prior Owner’s Policy was previously issued to the reverse-Mortgage mortgagor(s). This credit shall apply up to the amount of the prior Owner’s Policy. If the Amount of Insurance for the new Loan Policy insuring the reverse Mortgage is in excess of the amount of the prior Owner’s Policy, the excess must be computed at the original Charge from the appropriate bracket or brackets. Underwriter is under no obligation to seek or make a determination of the existence of a previous policy.

To qualify for reissue credit, a copy of the Owner’s Policy, including jacket and schedules, insuring the mortgagor(s) must be produced and maintained in your file. The policy must also have been issued by or on behalf of an insurer engaged in the business of title insurance and licensed by the Alabama Department of Insurance.

7. Basic Schedule of Charges for ALTA Expanded Coverage Residential Loan Policies and ALTA Short Form Expanded Coverage Residential Loan Policies

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$3.00
Over \$100,000 to \$500,000, add	\$2.40
Over \$500,000 to \$5,000,000, add	\$1.80
Over \$5,000,000 to \$15,000,000, add	\$1.50
Over \$15,000,000, add	\$1.20
Minimum	\$150.00 (fixed)

The Charge for these policies shall be 120% of the Basic Schedule of Charges for a Loan Policy.

a. Refinance Credit for the ALTA Expanded Coverage Residential Loan Policies and ALTA Short Form Expanded Coverage Residential Loan Policies

A refinance credit of 40% shall apply where a prior loan policy has been issued on the same Real Property with the identical mortgagor(s) and the mortgage insured by the prior policy is being satisfied as part of the new transaction. This credit shall apply up to the amount of the prior Loan Policy and is calculated based on the type of Loan Policy previously issued. For instance, if either of the ALTA Expanded Coverage Loan Policies is being issued in an amount equal to or greater than the prior Loan Policy, and the prior Loan Policy was an ALTA Loan Policy, the refinance credit is 40% of the Basic Charge for the ALTA Loan Policy. Alternatively, if either of the ALTA Expanded Coverage Loan Policies is being issued in an amount equal to or greater than the prior Loan Policy, and the prior Loan Policy was one of the ALTA Expanded Coverage Loan Policies, the refinance credit is 40% of the Basic Charge for the ALTA Expanded Coverage Residential Loan Policies and ALTA Short Form Expanded Coverage Residential Loan Policies.

If the Amount of Insurance for the new Loan Policy is in excess of the amount of the prior policy, the excess must be computed at the Basic Charge for the policy being issued from the appropriate bracket or brackets.

Minimum Charge is \$150. Underwriter is under no obligation to seek or make a determination of the existence of a previous policy. To qualify for Refinance Credit, a copy of the Loan Policy, including jacket and schedules, insuring the current lender whose mortgage is being satisfied, must be produced and maintained in your file. The policy must also have been issued by or on behalf of an insurer engaged in the business of title insurance and licensed by the Alabama Department of Insurance.

b. Reissue Credit

Reissue credit of 40% shall apply where a prior Owner's Policy insuring the mortgagor(s) was previously issued insuring the land to be encumbered by the mortgage being insured. This credit shall apply up to the amount of the new ALTA Expanded Coverage Residential Loan Policy, ALTA Short Form Expanded Coverage Residential Loan Policy or the amount of the Owner's Policy insuring the mortgagor(s), whichever is less, and is calculated using the Basic Charge for ALTA Expanded Coverage Residential Loan Policies and ALTA Short Form Expanded Coverage Residential Loan Policies. For example, if an Owner's Policy was issued to the mortgagor(s) in the amount of \$100,000 and an ALTA Expanded Coverage Residential Loan Policy or ALTA Short Form Expanded Coverage Residential Loan Policy will be issued insuring the mortgage refinancing debt secured by a mortgage on the same Real Property in the amount of \$100,000, the reissue credit is 40% of the Basic Charge for ALTA Expanded Coverage Residential Loan Policies and ALTA Short Form Expanded Coverage Residential Loan Policies for \$100,000 of liability.

If the Amount of Insurance for the new Loan Policy is in excess of the amount of the Owner's Policy insuring the mortgagor(s), the reissue credit is computed on the Loan Policy rate up to the Amount of Insurance in the Owner's Policy and the excess must be computed at the Basic Charge from the appropriate bracket or brackets.

If the new ALTA Expanded Coverage Residential Loan Policy or ALTA Short Form Expanded Coverage Residential Loan Policy is being issued in an amount less than the amount of the Owner's Policy previously issued to the mortgagor(s), the premium for the Loan Policy being issued to the new lender is reduced by 40% of the premium associated with the new Loan Policy.

The premium associated with a Loan Policy to which reissue credit is applied is sometimes referred to as *reissue rate*. The *reissue rate* is the rate for the new Loan Policy being issued after the 40% credit is given for the Loan Policy previously issued to the current lender whose mortgage is being satisfied.

Minimum Charge is \$150. Underwriter is under no obligation to seek or make a determination of the existence of a previous policy. To qualify for Reissue Credit, a copy of the Owner's Policy, including jacket and schedules, insuring the mortgagor(s) must be produced and maintained in your file. The policy must also have been issued by or on behalf of an insurer engaged in the business of title insurance and licensed by the Alabama Department of Insurance.

8. 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 Loan 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.

9. ALTA Residential Limited Coverage Junior Loan Policy and ALTA Short Form Residential Limited Coverage Junior Loan Policy

The Charge for the Limited Coverage Junior Loan Policy shall be:

LIABILITY AMOUNT	CHARGE PER THOUSAND
All liability amounts	\$2.00
Minimum	\$125.00 (fixed)

Upon application, Stewart 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.

10. ALTA Limited Pre-Foreclosure Policy

The Charge for the policy shall be calculated at the Basic Schedule of Charges for Loan Policies, less refinance credit if applicable. The minimum Charge is \$125.

E. SIMULTANEOUS ISSUE TRANSACTIONS

POLICY COMBINATION	CHARGE FOR OWNER'S POLICY	CHARGE FOR SIMULTANEOUS POLICY
Standard Owner's Policy with Standard Loan Policy or Standard Short Form Policy issued in an amount not exceeding the Owner's Policy Amount	100% from the Basic Schedule of Charges for Owner's Policies	\$125
Standard Owner's with Standard Leasehold	100% from the Basic Schedule of Charges for Owner's Policies	30% of the Basic Schedule of Charges for Owner's policy; if the Amount of Insurance does not exceed the amount of the Owner's Policy issued insuring the fee. If the amount of the Owner's Policy insuring the leasehold exceeds the amount of the Owner's Policy insuring the fee, premium for the excess is calculated from the appropriate bracket or brackets in the Basic Schedule of Charges for Owner's Policies. Minimum \$125
Two Standard Owner's each covering different respective interests to different insureds	100% from the Basic Schedule of Charges for Owner's Policies	Minimum \$125
Standard Owner's Policy (lesser liability) with Standard Loan Policy (greater liability amount) or Standard Short Form Loan Policy (greater liability amount)	100% from the Basic Schedule of Charges for Owner's Policies	\$125 plus the premium for the amount in excess of the Owner's Policy amount from the bracket or brackets in the Basic Schedule of Charges for Loan Policies

POLICY COMBINATION	CHARGE FOR OWNER'S POLICY	CHARGE FOR SIMULTANEOUS POLICY
Standard Owner's Policy (greater liability) with ALTA Expanded Coverage Residential Loan Policy or ALTA Short Form Expanded Coverage Residential Loan Policy	100% from the Basic Schedule of Charges for Owner's Policies	\$150
Standard Owner's Policy (lesser liability) with ALTA Expanded Coverage Residential Loan Policy (greater liability) or ALTA Short Form Expanded Coverage Residential Loan Policy (greater liability)	100% from the Basic Schedule of Charges for Owner's Policies	\$150 plus the premium for the amount in excess of the Standard Owner's Policy amount from the bracket or brackets in the Basic Schedule of Charges for ALTA Expanded Coverage Residential Loan Policy or ALTA Short Form Expanded Coverage Residential Loan Policy
ALTA Homeowner's Policy (greater liability) with Standard Loan Policy or Standard Short Form Loan Policy	100% from the Basic Schedule of Charges for ALTA Homeowner's Policies of Title Insurance	\$125
ALTA Homeowner's Policy with Standard Loan Policy (greater liability amount)	100% from the Basic Schedule of Charges for ALTA Homeowner's Policies of Title Insurance	\$125 plus the premium for the amount in excess of the ALTA Homeowner's Policy amount from the bracket or brackets in the Basic Schedule of Charges for Loan Policies
ALTA Homeowner's Policy (greater liability amount) with ALTA Expanded Coverage Residential Loan Policy or ALTA Short Form Expanded Coverage Residential Loan Policy	100% from the Basic Schedule of Charges for ALTA Homeowner's Policies of Title Insurance	\$150
ALTA Homeowner's Policy (lesser liability) with ALTA Expanded Coverage Residential Loan Policy (greater liability) or ALTA Short Form Expanded Coverage Residential Loan Policy (greater liability)	100% from the Basic Schedule of Charges for ALTA Homeowner's Policies of Title Insurance	\$150 plus the premium for the amount in excess of the ALTA Homeowner's Policy amount from the bracket or brackets in the Basic Schedule of Charges for ALTA Expanded Coverage Residential Loan Policy or ALTA Short Form Expanded Coverage Residential Loan Policy

The charge does not apply to simultaneous first and second mortgage transactions.

F. GUARANTEES

1. Modification Guarantee

The Modification Guarantee may be issued in connection with a modification of a Mortgage by an institutional lender covering one-to-four residential Real Property only if the order, applicable legal description or address, and names of parties to the modification for issuance are placed and communications sent electronically through websites or other electronic communications to locations explicitly designated by Stewart for placement of orders for the Modification Guarantee. The Modification Guarantee may be modified and extended by one or more continuations or down dates. The Charge for the Modification Guarantee shall be \$125. The Charge for each continuation or down date shall be \$25. The Charge shall not include any charges for separate services, including abstracting or search services, or recording, that are provided to institutional lenders.

G. CLOSING PROTECTION LETTERS

In connection with a transaction in which a title policy is being issued, insured closing protection coverage may be issued as follows:

Charge to Lender, its successors and assigns, as their interest may appear	Charge to Purchaser(s)/Borrower(s)	Charge to Seller(s)
Purchase Money Transactions Involving a Lender Who is Not the Seller		
\$25	\$25	\$50
Cash and Seller-Financed Purchase Money Transactions		
N/A	\$25	\$50
Transactions Involving Non-Purchase Money Mortgages		
\$25	\$25	N/A

H. ENDORSEMENTS

1. Charges for All ALTA 7 - Manufactured Housing Endorsements

All ALTA 7 Endorsements are high liability endorsements and will be charged at a flat Charge per endorsement, as follows:

ALTA 7-06	\$125
ALTA 7.1-06	\$200
ALTA 7.2-06	\$300

The Charge will be remitted to Stewart at 100% of the total Charge. This endorsement must be underwritten according to underwriting guidelines. Contact Underwriter prior to issuing the commitment and the endorsement.

2. Charges for Endorsements – Commercial Only (No Charge For Residential Endorsements with the exception of all ALTA 7 Endorsements and ALTA 11 Endorsements)

The Charges for endorsements are expressed on a cost-per-thousand basis unless otherwise noted. The minimum Charge for an endorsement is \$125.00. Endorsement Charges are added to the Charge applicable to the policy on which the endorsement is issued. There shall be no Charge in residential 1 to 4 family transactions for issuance of customary ALTA endorsements, such as but not limited to the ALTA 4.1, ALTA 5.1, ALTA 6, ALTA 8.1, and ALTA 9. Charges for endorsements in commercial transactions are set out on the following pages. Where the Charge is stated as a percentage, the endorsement premium is calculated as a percentage of the underlying policy premium.

Commercial Endorsements filed with the Alabama Department of Insurance by Stewart which do not appear in this manual, are available for \$125.00. flat fee per Endorsement. The availability of any Endorsement, residential or commercial, is subject to the Underwriting Guidelines of Stewart.

For an endorsement Charge calculated on an amount per \$1,000 of liability or a percentage of premium, the Minimum Charge is \$125.00, except for the ALTA 11 series of endorsements (see Section D5). When computing premium for endorsements, also round up to the next higher whole thousand. Reissue credit is not available for endorsements. The full Charge will be due for each endorsement issued on simultaneously issued policies.

COMMERCIAL ENDORSEMENT CHARGES

Charge per \$1,000 unless otherwise indicated

*Indicates that the endorsement is not subject to the per \$1,000 calculation

American Land Title Association Endorsements

ALTA Series	Description	Charge
1	Street Assessments	\$125.00*
3	Zoning	\$0.15
3.1	Zoning-Completed Structure	\$0.20
3.2	Zoning-Land Under Development	\$0.20
3.3	Zoning-Completed Improvement-Non-Conforming	\$0.20
3.4	Zoning-No Zoning Classification	\$0.10
4.1	Condominium	\$125.00*
5.1	Planned Unit Development	\$125.00*
6	Variable Rate Mortgage	\$125.00*
6.2	Variable Rate Mortgage-Negative Amortization	\$125.00*
7	Manufactured Housing Unit	\$125.00*
7.1	Manufactured Housing Unit-Conversion; Loan	\$200.00*
7.2	Manufactured Housing Unit-Conversion; Owner	\$300.00*

ALTA Series	Description	Charge
8.1	Environmental Protection Lien	\$0.05
8.2	Commercial Environmental Protection Lien	\$0.05
9	Restrictions, Encroachments, Minerals – Loan	\$0.10
9.1	Covenants, Conditions and Restrictions – Unimproved Land	\$0.10
9.2	Covenants, Conditions and Restrictions – Improved Land	\$0.10
9.3	Covenants, Conditions and Restrictions	\$0.10
9.6	Private Rights - Loan Policy	\$0.10
9.6.1	Private Rights - Current Assessments - Loan Policy	\$0.10
9.7	Restrictions, Encroachments, Minerals-Land Under Development-Loan Policy	\$0.10
9.8	Covenants Conditions and Restrictions-Land Under Development-Owner’s Policy	\$0.10
9.9	Private Rights - Owner’s Policy	\$0.10
9.10	Restrictions, Encroachments, Minerals - Current Violations - Loan Policy	\$0.10
10	Assignment	\$125.00*
10.1	Assignment & Date Down	\$125.00*
11	Mortgage Modification (See also Section D.5)	\$0.10
11.1	Mortgage Modification with Subordination (See also Section D.5)	\$0.10
11.2	Mortgage Modification with Additional Amounts of Insurance (See also Section D.5)	\$0.10
12	Aggregation	\$0.10
12.1	Aggregation – State Limits – Loan Policy	\$0.10
13	Leasehold-Owner’s	No charge
13.1	Leasehold-Loan	No charge
14	Future Advance-Priority (with and without MML)	\$0.15
14.1	Future Advance-Knowledge (with and without MML)	\$0.15
14.2	Future Advance-Letter of Credit (with and without MML)	\$0.15
14.3	Future Advance-Reverse Mortgage (with and without MML)	\$0.15
15	Nonimputation-Full Equity Transfer	\$0.15
15.1	Nonimputation-Additional Insured	\$0.15
15.2	Nonimputation-Partial Equity Transfer	\$0.15
16	Mezzanine Financing	\$0.10
17	Access and Entry	\$125.00*
17.1	Indirect Access and Entry	\$125.00*
17.2	Utility Access	\$0.10
18	Single Tax Parcel	\$125.00*
18.1	Multiple Tax Parcel	\$125.00*
18.2	Multiple Tax Parcel	\$125.00*
18.3	Single Tax Parcel and ID	\$125.00*
19	Contiguity-Multiple Parcels	\$125.00*
19.1	Contiguity-Single Parcel	\$125.00*
19.2	Contiguity-Specified Parcels	\$125.00*
20	First Loss-Multiple Parcel Transactions	\$0.10
22	Location	\$125.00*
22.1	Location and Map	\$125.00*
23	Co-Insurance – Single Policy	\$0.10
23.1	Co-Insurance – Multiple Policies	\$0.10
24	Doing Business	\$0.10
25	Same As Survey	\$125.00*
25.1	Same as Portion of Survey	\$125.00*
26	Subdivision	\$125.00*
27	Usury	\$125.00*
28	Easement-Damage or Enforced Removal	\$125.00*
28.1	Encroachments – Boundaries and Easements	\$125.00*
28.2	Encroachments – Boundaries and Easements – Described Improvements	\$125.00*
28.3	Encroachments – Boundaries and Easements – Described Improvements and Land Under Development	\$125.00*
29	Interest Rate Swap Endorsement-Direct Obligation	\$0.25
29.1	Interest Rate Swap Endorsement-Additional Interest	\$0.25

ALTA Series	Description	Charge
29.2	Interest Rate Swap Endorsement-Direct Obligation-Defined Amount	\$0.25
29.3	Interest Rate Swap Endorsement-Additional Interest – Defined Amount	\$0.25
30	One To Four Family Shared Appreciation Mortgage	\$0.25
30.1	Commercial Participation Interest	\$0.25
31	Severable Improvements	\$125.00*
32	Construction Loan – Loss of Priority	\$0.25
32.1	Construction Loan – Loss of Priority – Direct Payment	\$0.25
32.2	Construction Loan – Loss of Priority – Insured’s Direct Payment	\$0.25
33	Disbursement	\$125.00*
34	Identified Risk Coverage	\$125.00*
35	Minerals and Other Subsurface Substances – Buildings	\$0.10
35.1	Minerals and Other Subsurface Substances – Improvements	\$0.10
35.2	Minerals and Other Subsurface Substances – Described Improvements	\$0.10
35.3	Minerals and Other Subsurface Substances – Land Under Development	\$0.10
36	Energy Project – Leasehold/Easement – Owner’s	\$0.10
36.1	Energy Project – Leasehold/Easement – Loan	\$0.10
36.2	Energy Project – Leasehold – Owner’s	\$0.10
36.3	Energy Project – Leasehold – Loan	\$0.10
36.4	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner’s	\$0.10
36.5	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan	\$0.10
36.6	Energy Project – Encroachments	\$0.10
36.7	Energy Project – Fee Estate – Owner’s Policy	\$0.10
36.8	Energy Project – Fee Estate – Loan Policy	\$0.10
37	Assignment of Rents and Leases	\$125.00*
38	Mortgage Tax	\$0.10
39	Policy Authentication	\$125.00*
40	Tax Credit – Owner’s Policy	\$0.15
40.1	Tax Credit – Defined Amount - Owner’s Policy	\$0.15
41	Water – Buildings	\$0.10
41.1	Water – Improvements	\$0.10
41.2	Water – Described Improvements	\$0.10
41.3	Water – Land Under Development	\$0.10
42	Commercial Lender Group	\$125.00*
43	Anti-Taint	\$0.10
44	Insured Mortgage Recording	\$125.00*
45	Pari Passu Mortgage – Loan Policy	\$0.10
46	Option	\$0.10
	ALTA Limited Pre-Foreclosure Date-Down Endorsement	\$0.10
	JR 1 Endorsement	\$0.10
	JR 2 (Future Advance) Endorsement	\$0.10

California Land Title Association Endorsements

CLTA Series	Description	Charge
CLTA 100.29	Minerals, Surface Damage	\$125.00*
CLTA 101.3	Mechanic's Lien Coverage – No Notice of Completion	\$0.10
CLTA 102.4	Foundation – No Violation, No Encroachment by Improvements	\$125.00*
CLTA 102.5	Foundation – No Violation, No Encroachments onto Easements or Adjoining Land	\$125.00*
CLTA 103.3	Removal of Improvements from Easement	\$125.00*
CLTA 103.5	Exercise of Surface Rights for Extraction of Water	\$125.00*
CLTA 103.6	Easement Encroachment	\$125.00*
CLTA 107.9	Additional Insured	\$125.00*
CLTA 108.8	Additional Advance	\$0.10
CLTA 111.9	Variable Rate, FNMA 7 Year Balloon	No charge

Stewart Title Guaranty Company Endorsements

Description	Charge
Deletion of Arbitration Clause in Loan Policy	\$125.00*
Deletion of Arbitration Clause in Owner's Policy	\$125.00*
Down Date	\$0.10
Fairway 1	\$0.10
Fairway 2	\$0.10
Navigable Servitude	\$0.10
Revolving Credit	\$0.10
Secondary Market	No charge

