

KANSAS

TITLE INSURANCE RATES AND RULES MANUAL

For use in all Counties of Kansas
Effective June 13, 2023



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GENERAL RULES

A. APPLICABILITY

This manual is filed by First National Title Insurance Company (FNTI) and charges for title insurance herein are specifically for land located in Kansas and specifically for counties with a population of greater than 10,000.. Policy issuing agents for FNTI may issue preliminary reports, commitments, binders, policies, endorsements, and guarantees, and collect the applicable premium on behalf of FNTI.

FNTI reserves the right to decline to issue any title insurance policy, which in its sole and absolute discretion, determines to present an unacceptable risk.

B. COMPUTATION OF RATES

The Basic Schedule of Rates is expressed in increments of \$1,000 of insurance. If the amount of insurance or liability exceeds a particular increment, the rate at the next highest increment is charged.

C. AMOUNT OF INSURANCE

The amount of insurance stated in the policy shall be the Fair Value or the face amount of the insured security instrument. Where no sale is involved, the Fair Value may be determined from all available information, including but not limited to, the aggregate of all recorded voluntary monetary liens, appraisals, assessed values, etc. Any amount of insurance above the Fair Value or face amount of the insured security instrument must be approved by First National.

D. INCREASED LIABILITY

The amount of insurance provided for in an existing policy of title insurance issued by First National may be increased as provided for in various sections of this Manual. Insurance exceeding the original amount of an existing policy is charged on an increased liability basis. The charge for an increased liability is the difference between the scheduled charge for the amount of insurance in the new policy and the scheduled charge based on the amount of insurance in the existing policy, calculated using the applicable rate for the type and amount of coverage.

E. ROUNDING PREMIUMS

When percentages are used to calculate premium, the amount must be rounded up to the next whole dollar. (e.g., \$105.51 is rounded to \$106.00. and \$105.39 is rounded up to \$106.00)

F. RISK RATE

The rates set forth herein do not include any charge made for title search, title examination, closing, or escrow services performed by the Insurer, or any of its approved attorneys or agents. Charges made for such services are in addition to the rates and charges set forth herein.

G. COMMITMENT FOR TITLE INSURANCE

The Commitment for Title Insurance (often referred to as a binder) is an offer to insure title, subject to certain exceptions and the satisfaction of requirements (including payment of a correct premium) prior to policy issuance. It is not a report of title and should never be issued as a representation of the status of title, nor relied on as such. The Company does not authorize the issuance of its policy or policies until all requirements set forth in the Commitment have been satisfied.

DEFINITIONS

ALTA: American Land Title Association

Charge: The dollar amount to be paid for a title insurance product or service

Commercial: Any property that is not Residential

Commitment: An offer furnished in connection with an application for title insurance stating the requirements, terms, and conditions upon which FNTI is willing to insure an interest in the subject property

Company: First National Title Insurance Company and authorized agents or agencies of First National Title Insurance Company

Construction Loan: A loan for the purpose of construction of improvements to the subject property

Construction Loan Policy: A policy insuring a loan in which all or a portion of the funds are used for construction, repair, or alteration of Residential or Commercial property

Fair Value: The Fair Value is the sale price, including any encumbrances being assumed by the buyer; except where no sale is involved, the Fair Value is determined based on available information, but in no event is less than the sum of all the monetary encumbrances to which the title is subject, excluding blanket encumbrances.

FNTI: First National Title Insurance Company

Leasehold Policy: A title insurance policy insuring a leasehold estate or interest that was created for or held by a lessee or lender

Loan Policy: A title insurance policy insuring a lender or assignee of a lender

Multi-Unit: Property with more than four developed units

Owner's Policy: A title insurance policy insuring an owner, optionee, vendee, or lessee

Rate: The unit price per liability increment used to determine the Charge

Parcel:

1. Property in the same tract, subdivision or section, title to which is vested in one ownership, is one Parcel, except that when the property is divided by a county line, the property in each county is considered a separate Parcel.
2. Properties in the same or different tracts, subdivisions or sections, title to which is vested in separate ownerships, are separate Parcels.
3. Properties in different tracts, subdivisions or sections, title to which is vested in one ownership, are separate Parcels.
4. Any vacated portion of a street or alley or an easement or right-of-way not previously insured is a separate Parcel

Residential: Improved one-to-four family residential property

Scheduled Charge: The Charge for a policy pursuant to this Schedule, taking into account any surcharges, endorsement charges, or discounts

Standard Exceptions: Industry-standard, preprinted exceptions, other than exceptions specific to a particular property or particular transaction

Vacant Land: Unimproved land

CHAPTER 1 – OWNER’S INSURANCE

1.1. OWNER’S POLICIES

An owner’s policy, insuring fee simple estate, will not be issued for less than the full value of the premises. A standard Owner’s policy issued with the appropriate ALTA Leasehold Endorsement, will not be issued for less than the present market value of the leasehold estate, but with a minimum of the value of the fee. The premium charge for original owner’s or leasehold insurance shall be:

Liability	Rate
Up to \$50,000	\$3.50 per thousand
\$50,001 to \$100,000	\$3.00 per thousand
\$100,001 to \$5,000,000	\$2.00 per thousand
\$5,000,001 to \$10,000,000	\$1.75 per thousand
\$10,000,001 to \$15,000,000	\$1.50 per thousand
\$15,000,001 and higher	\$1.25 per thousand

1.2. HOMEOWNER’S POLICIES

The ALTA Homeowner’s Policy is an owner’s policy with enhanced coverage, which is issued only to natural persons (or trustees under inter vivos trusts) on real property improved by an owner-occupied 1-4 family residential dwelling or condominium unit. The charge for the ALTA Homeowner’s Policy shall be 110% of the Residential Owner’s Policies rate in Section 1.1 above

1.3. REISSUE RATES FOR OWNER’S POLICIES

The reissue rate is 60% of the published rate in Section 1.1 in force for original insurance. Reissue rates apply up to the face amount of the previous policy. If more insurance is required under a reissue policy than was written in the original policy, the coverage must be computed at original insurance rates under the applicable Liability Amount.

Reissue Rates apply when:

1. A purchaser of real estate from one whose title as owner has been insured prior to the application for a new policy shall be entitled to the reissue rate for owner’s insurance in an amount up to the face of such former policy. Full rate as per published schedule in force will be charged for the excess up to the full value of the property.
2. When the insured under a mortgage policy of this company acquires title by foreclosure or by voluntary conveyance in extinguishment of debt, and desires an owner’s policy to be issued, such insured shall be entitled to the reissue rate on an owner’s policy up to an amount equal to the face of such previous mortgage policy. Full rate as per published schedule in force will be charged for excess insurance requested.
3. When acreage is platted into small subdivisions and covered by one blanket policy as of the approximate date of filing such subdivision plat, the subdivider, his successors, or assigns will be allowed the owner’s reissue rate on parcels sold out of such subdivision within 10 years from the date of the blanket policy or until the aggregate of the policies issued on such parcels equal the face amount of the original blanket policy. Thereafter additional blanket insurance should be purchased, or subsequent policies will be charged for at original rates. The status of such lot purchasers with reference to future insurance is defined above in item 1 in this section.

CHAPTER 2 – LENDER’S INSURANCE

2.1. LOAN POLICIES

For loan policies, the rate shall be:

Liability	Rate
Up to \$50,000	\$2.50 per thousand
\$50,001 to \$100,000	\$2.00 per thousand
\$100,001 to \$500,000	\$1.75 per thousand
\$500,001 to \$10,000,000	\$1.50 per thousand
\$10,000,001 to \$15,000,000	\$1.25 per thousand
\$15,000,001 and higher	\$1.00 per thousand

2.2. INTENTIONALLY DELETED

2.3. SIMULTANEOUS-ISSUE LOAN POLICIES

When an owner’s and mortgage policy covering identical land are to be issued in the same transaction, although by different agents and different underwriters, the rate applicable for the loan policy issued by an FNTI agent shall be \$25. This rate shall not be subject to contract split.

2.3.1. The premium is \$15 for the mortgage policy simultaneously issued for an amount of insurance not in excess of the owner’s policy if both sides of the transaction are closed by the same FNTI agent.

2.3.2. If the liability of the mortgage policy exceeds the owner’s policy, the premium is \$15 plus the amount for mortgage policies in Section 2.1 above for the amount exceeding the owner’s policy.

In all cases the owner’s policy shall be issued for the full insurable value of the premises. The title must be certified down to a date which will include the filing for record of both the deed to the mortgagor and the mortgage itself. Both policies must bear identical date and the owner’s policy must show the mortgage as an exception under Schedule “B” thereof. It is not essential that the property be acquired simultaneously with the giving of the mortgage, but this rate, where applicable has reference to the simultaneous issuance of an owner’s and a mortgage policy.

2.4. REISSUE RATES FOR LOAN POLICIES

2.4.1. When the owner of property on which application is made for mortgage title insurance has had the title to such property insured as owner by any title insurance company with a currently valid Certificate of Authority within 10 years prior to such application, such owner shall be entitled to the following reissue rates on mortgage insurance up to the face amount of their owner’s policy:

Liability	Rate
Up to \$50,000	\$1.50 per thousand
\$50,001 to \$100,000	\$1.20 per thousand
\$100,001 to \$500,000	\$1.05 per thousand
\$500,001 and higher	\$0.90 per thousand

2.4.2. If the amount of insurance desired under the mortgage policy is in excess of the original owner’s policy, the excess shall be computed at the original rates under the applicable Liability amount.

2.5. SUBSTITUTION LOAN RATE

When the owner of property on which application is made for mortgage title insurance has had the title to such property insured as owner by any title insurance company with a currently valid Certificate of Authority within 10 years prior to such application, such owner shall be entitled to the following reissue rates on mortgage insurance up to the face amount of their owner's policy.

Age of Original Policy	Rate
Up to 3 years	30% Loan Rates in Section 2.1
3 years to 4 years	40% Loan Rates in Section 2.1
4 years to 5 years	50% Loan Rates in Section 2.1
5 years to 6 years	60% Loan Rates in Section 2.1
6 years to 7 years	70% Loan Rates in Section 2.1
7 years to 8 years	80% Loan Rates in Section 2.1
8 years and older	100% Loan Rates in Section 2.1

At the time a substitution loan is made, the unpaid principal balance of the original loan will be considered the amount of insurance in force on which the foregoing rates shall be calculated. To these rates shall be added the regular rates for the new insurance, that is, the difference between the unpaid principal balance of the original loan and the amount of the new loan

2.6. EXTENSION LOAN RATE

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

Liability	Rate
Up to \$10,000	\$1.00 per thousand
\$10,001 and higher	\$0.50 per thousand

When a new title policy is issued in connection with the extension of a loan, the policy issued in connection with the original loan must be returned for cancellation.

2.7. RESIDENTIAL JUNIOR LIEN POLICY/LIMITED LOAN COVERAGE POLICY RATE

When title insurance is requested for a mortgage that is second or junior to a prior mortgage a Residential Junior Loan Limited Coverage Policy may be issued. The maximum loan amount insured is \$150,000.00. The charge for the Limited Coverage Junior Loan Policy shall be a flat fee of \$95.

2.8. EXPANDED COVERAGE RESIDENTIAL LOAN POLICIES

The ALTA Expanded Coverage Residential Loan Policy provides substantial additional protection to first lien mortgage lenders beyond those provided by the standard ALTA loan policies. It is designed primarily to be issued simultaneously with the ALTA Homeowner's Policy. This policy is authorized for issuance only when insuring purchase money Mortgages on real property improved by owner-occupied 1-4 family residential dwellings or mortgages which refinance them.

The premium to be charged for an original ALTA Expanded Coverage Loan Policy shall be 95% of the Schedule of Basic Rates on page 4.

2.9. MASTER HOME EQUITY LOAN POLICY (CENTRALIZED)

1. For home equity loan transactions up to \$250,000 with centralized order tracking and processing through national lender's services or similar unit, pursuant to a written agreement, the rate shall be \$45.
2. For home equity loan transactions from \$250,000 up to \$500,000 with centralized order tracking and processing through national lender's services or similar unit, pursuant to a written agreement, the rate shall be \$75.

2.10. ALTA LIMITED PRE-FORECLOSURE POLICY AND DATE DOWN ENDORSEMENT

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

2.10.1. BASIC RATE FOR ALTA LIMITED PRE-FORECLOSURE POLICY

Up to \$250,000 of liability	\$350.00
From \$250,001 to \$1,000,000	Add \$0.60 per thousand
\$1,000,001 and above	Add \$0.40 per thousand

CHAPTER 3 - CHARGES INVOLVING DEVELOPMENT OR CONSTRUCTION

3.1. DEVELOPMENT LOANS

The company will insure the lien of a development loan for site improvements, such as streets and sewers to lots in a platted subdivision, when the aggregate sales price of such lots is in excess of \$500,000.00, at a premium of \$.90 per thousand. No reissue credit from any prior policy will be allowed toward this premium, and no reissue credit will be allowed on any future policy by virtue of having issued a development loan policy at this price.

3.2. CONSTRUCTION LOANS ON ONE-TO-FOUR-FAMILY RESIDENTIAL PROPERTIES

When a commitment is issued to the construction lender, the charge shall be the amount shown in Section 2.1.

3.3. BUILDER'S RATE

Owners and Loan Policies will be issued at 60% of the rates shown in Sections 1.1 and 2.1 of this manual on property being sold by a Builder/Developer and which constitutes a sale of a home or condominium built by such Builder/Developer.

A Builder/Developer for the purpose of this filing shall be a person or entity in the business of Developing Subdivisions or the Building of Homes, Apartment Projects, Condominiums or Commercial Projects.

3.4. SUBDIVISION CHARGE

A special charge known as the subdivision charge will be granted under the following circumstances:

1. Premises owned by one owner have been platted into 10 or more lots, or where one owner owns 10 or more lots within a platted subdivision; and
2. The owner proposes to sell vacant lots to individual purchasers and furnish an owner's title insurance policy to each purchaser, as evidence of title, in lieu of furnishing an abstract of title; and
3. The owner of such premises has either an outstanding owner's title insurance policy thereon, issued by the Company, or has caused the Company to prepare a blanket title report covering all of said premises owned by him. (Note: A minimum charge for the preparation of such blanket title report may be necessary in individual cases.)

The Subdivision Charge shall be the amount shown in Section 2.1.

3.5. DEVELOPER AND BUILDER RATE

Where the Developer is also the builder on one or more building plots within a subdivision and we have already insured the Developer's underlying subdivision base Title.

The Developer and Builder rate is \$1.50 per thousand for the first \$200,000 of Liability, and \$.50 per thousand for liability above \$200,000, minimum \$250.

3.6. INTENTIONALLY DELETED

3.7. INTENTIONALLY DELETED

CHAPTER 4 - CHARGES FOR ADDITIONAL OR SPECIAL SERVICES AND COVERAGES

4.1. INTENTIONALLY DELETED

4.2. SPECIAL COVERAGES

Our published schedule of rates creates sufficient reserves to cover losses arising from our assumption of "normal" risks. While we sometimes accept greater-than-normal risks, our loss experience is naturally less favorable in such cases. It is therefore the Company's policy that, where appropriate underwriting authority has determined that an extraordinary risk is nevertheless acceptable, the Company should be compensated accordingly. It is not possible to enumerate these risks, but they might be such things as insuring against forced removal by reason of an encroachment, or deleting some cloud on the title, such as by adverse possession affidavit, without requiring suit to quiet title. The possibilities are diverse and it is not possible to formulate any schedule of charges for such risks. Unless there is a sufficient experience or custom factor to serve as a guide, an officer should be consulted.

CHAPTER 5 - OTHER SPECIAL RATES

5.1. INTENTIONALLY DELETED

5.2. INTENTIONALLY DELETED

5.3. RESIDENTIAL SECOND RATE (ALSO KNOWN AS HOME EQUITY RATE)

Rates for non-purchase loans or home equity loans shall be the amount shown in Section 2.1.

5.4. BRIDGE LOANS

A residential purchaser frequently contemplates using the proceeds of the sale of his prior residence to apply to the purchase of a new one. Where the prior residence has not yet been sold, or the sale thereof has not yet closed, it is sometimes necessary for the seller to obtain a "swing loan" or "bridge loan" on the prior residence to generate the funds necessary to close on the new one. The full rate, as determined under Sec. 2.1, shall be charged for any policy insuring a swing or bridge loan mortgage on the prior residence.

5.5. CONTRACTS FOR DEED

Where an insured in a contract for deed policy has or is about to acquire fee title by reason of full performance of the contract for deed, a dated-down policy shall be issued showing title vested in the insured, which policy should be in the amount of the current fair market value of the property,. The premium amount for any owner's and/or loan policy issued shall be the amount found in Section 1.1 and Section 2.1, respectively.

5.6. ALTA RESIDENTIAL LIMITED COVERAGE MORTGAGE MODIFICATION POLICY/MORTGAGE MODIFICATION GUARANTEE

When a lender seeks to modify its existing mortgage or deed of trust, and the modification includes an increase in the loan, the increased amount shall be insured and charged the amount found in the appropriate tier in Section 2.1.

CHAPTER 6 – CENTRALIZED LOAN RATES

6.1. APPLICABLE PROVISIONS AND RESTRICTIONS

Lender's Centralized Rates are only made available to selected lenders who not only provide a high volume of business to the Offering Provider but work with the Offering Provider to develop systems, processes and computer integrations, centralized order processing and tracking, and other controls and economies of scale that enable a more highly efficient, lower cost provision of title services and insurance. The Lender's Centralized Rates are only available when ALL of the following conditions are met.

1. The Offering Provider has entered into an addendum to their agency agreement or a separate another agreement with the Company specifically authorizing it to provide Lender's Centralized Rates to certain enumerated lenders.
2. Lender's Centralized Rates are available only for a refinance loan. Lender's Centralized rates are not available at the time of an initial purchase of the property.
3. The property insured must be a one-to-four family residential property.
4. The loan to be made is intended to be placed in a first mortgage lien position as to the property.
5. The insured loan amount does not exceed \$5,000,000.00.
6. The Offering Provider has in place a FNTI approved centralized electronic order processing and tracking capabilities and/or systems integrations to service the lender.
7. The order must be opened electronically, and escrow functions (if any) are performed by the Offering Provider.
8. All parties must agree to accept a title search, preliminary title report and/or title commitment issued in contemplation of the issuance of an ALTA Short Form Policy or other loan policy that includes general exceptions in regard to taxes and assessments, easements, and covenants, conditions and restrictions.

6.2. AGGREGATION OF ORDERS FOR RATE CATEGORIES

The Lender's Centralized Rates are to recognize and encourage the greater efficiencies and economies of scale that can result from the development of highly integrated and automated systems and workflows both within the Offering Provider and between the Offering Provider and lender.

In order to qualify for Lender's Centralized Rates, the lender and Offering Provider will discuss their respective needs; develop plans for workflows and systems to efficiently transmit, receive and process the title orders and as to any changes in processes required and systems to be integrated. At that point, they will reach agreement as to the Lender's Centralized rate category to be provided the lender, and an understanding that, consistent with the vagaries of the ever-changing refinance lending market, the lender will endeavor in good faith to provide the Offering Provider title orders meeting the minimum number required to qualify for the agreed rate category, subject to any agreed ramp-up periods.

As the economies of scale are best achieved on a nationally integrated basis, for purposes of meeting agreed minimums, all orders placed by the lender and any of its affiliates to Offering Provider and Offering Provider's affiliates in any jurisdiction may be aggregated.

As rules and regulations of the Finance Consumer Protection Bureau (FCPB), 12 C.F.R. part 1026 require lenders to provide accurate estimates of title and closing costs well in advance of closing and to abide by those estimates, the failure of a lender to strictly meet estimated minimum volumes for a given rate category in any given month or months, shall not disqualify the lender from being accorded the benefit of the agreed upon rate category until such time as the lender and Offering Provider have amended their agreement.

6.3. LENDER'S CENTRALIZED RATE CATEGORIES

6.3.1 LENDER'S CENTRALIZED RATE 1- MINIMUM 100-200 ORDERS

Liability Amount	Rate
Up to \$250,000	\$360
\$250,001 to \$500,000	\$540
\$500,001 to \$750,000	\$660
\$750,001 to \$1,000,000	\$800
\$1,000,001 to \$1,250,000	\$925
\$1,250,001 to \$1,500,000	\$1,000
\$1,500,001 to \$2,000,000	\$1,075
\$2,000,001 to \$3,000,000	\$1,300

6.3.2 LENDER'S CENTRALIZED RATE 2- MINIMUM 200-300 ORDERS

Liability Amount	Rate
Up to \$250,000	\$320
\$250,001 to \$500,000	\$400
\$500,001 to \$750,000	\$460
\$750,001 to \$1,000,000	\$520
\$1,000,001 to \$1,250,000	\$630
\$1,250,001 to \$1,500,000	\$750

CHAPTER 7 - REPORTING CODES AND INSTRUCTIONS

The codes and instructions for reporting the issuance of insuring forms and the premiums collected are set forth in this chapter.

7.1. REPORTING TRANSACTION CODES

The section and subsection numbers of this manual are the codes to be used in reporting and calculating the premium for each transaction. Where one section refers to another for the rates, the section which most accurately describes the transaction should be used. If the premium consists of a combination of transactions (e.g. Ch. 1.1 plus 6.4), all transaction codes should be typed or written at the top of Schedule A or the first page other than the jacket of each insuring form, or on a separate document attached to each insuring form. Simultaneously issued policies should be listed together for reporting.

7.2. POLICY ISSUING LIMITS

Policy issuing agents have a contractual limit as to the amount of insurance it may issue in connection with a single risk. Any liability amount of insurance above this limit requires First National prior written approval. This allows First National an opportunity to approve and participate in the underwriting of these transactions, and arrange for reinsurance or co-insurance, where First National or the parties to the transaction may require. When a transaction liability amount is in excess of the issuing limit, the agent must complete a request to issue excess limits form, submit the commitment, survey and other supporting documents via email or fax to First National Legal/Underwriting Department. The form and contact information is located on the First National Title Insurance Company website. www.FNTI.com

7.3. HOW TO REMIT PREMIUMS

Premium remittances must be sent to First National monthly and/or as otherwise instructed by First National or as required by local regulation to:

First National Title Insurance Company
2400 Dallas Parkway, Suite 200
Plano, Texas 75093

Premium remittances must be based on the total title insurance premium paid by the consumers and include the transaction type, the base premium, and any endorsements and the corresponding premiums.

7.4. COUNTY CODES

The following county codes should be reported for each insuring form and appear on the same document near the transaction code. If the policy insures land in more than one county, the code for each county should be reported.

County	Code
Allen	001
Anderson	003
Atchison	005
Barber	007
Barton	009
Bourbon	011
Brown	013
Butler	015
Chase	017
Chautauqua	019
Cherokee	021
Cheyenne	023
Clark	025
Clay	027
Cloud	029
Coffey	031
Comanche	033
Cowley	035
Crawford	037
Decatur	039
Dickinson	041
Doniphan	043
Douglas	045
Edwards	047
Elk	049
Ellis	051
Ellsworth	053

County	Code
Finney	055
Ford	057
Franklin	059
Geary	061
Gove	063
Graham	065
Grant	067
Gray	069
Greeley	071
Greenwood	073
Hamilton	075
Harper	077
Harvey	079
Haskell	081
Hodgeman	083
Jackson	085
Jefferson	087
Jewell	089
Johnson	091
Kearny	093
Kingman	095
Kiowa	097
Labette	099
Lane	101
Leavenworth	103
Lincoln	105

County	Code
Linn	107
Logan	109
Lyon	111
McPherson	113
Marion	115
Marshall	117
Meade	119
Miami	121
Mitchell	123
Montgomery	125
Morris	127
Morton	129
Nemaha	131
Neosho	133
Ness	135
Norton	137
Osage	139
Osborne	141
Ottawa	143
Pawnee	145
Phillips	147
Pottawatomie	149
Pratt	151
Rawlins	153
Reno	155
Republic	157

County	Code
Rice	159
Riley	161
Rooks	163
Rush	165
Russell	167
Saline	169
Scott	171
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CHAPTER 8 – ENDORSEMENTS

All standard Form Endorsements on file with the Division of Insurance are issued at no charge. However, in instances of unusual risk, exposure or hazard, an appropriate charge will be made.

Unique or specialized endorsements addressing a specific title matter may be issued at a charge appropriate to the risk assured.