

**STEWART TITLE GUARANTY COMPANY**

**RATE MANUAL**

**FOR**

**TITLE INSURANCE IN**

**THE STATE OF NEBRASKA**

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

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# NEBRASKA TITLE INSURANCE RATE MANUAL

## I. CHARGES FOR TITLE INSURANCE

### A. GENERAL PROVISIONS

The rate is an all-inclusive fee composed of the risk premium, searching charge, examination charge, and every other charge related to the issuance of the title insurance policy. This would include the agent's retained portion which includes the charges for searching and determining insurability and other related charges. In the event that the agent subcontracts, searches, or gives title opinions, this cost is borne by the agent out of his retained portion of the fee. If the agent performs closings or is requested by the purchaser to extend the abstract in addition to the title insurance, these nonrelated items can be charged for, but are not shown as a part of the charge for the policy.

### DEFINITIONS

Charge. The charge is that cost per unit of insurance which, when multiplied by the total units of liability, results in the charge to the customer for the risk assumed.

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 Land. The full value of 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 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, deed of trust, trust deed, or other security instrument relating, at least in part, to land.

Simultaneous Issue. 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. POLICIES**

1. Original Issue

For the Douglas, Cass, Sarpy, Washington, and Lancaster Counties the basic charge for an original owner's, or leasehold owner's policy shall be \$175 for coverage up to \$20,000. The charge for coverage over \$20,000 shall be as follows:

<b>Liability</b>		<b>Premium</b>
<b>From</b>	<b>To</b>	<b>(per \$1,000 of liability)</b>
\$20,000	\$50,000 add	\$3.50
\$50,001	\$100,000 add	\$3.00
\$100,001	\$1,000,000 add	\$2.00
\$1,000,001	\$5,000,000 add	\$1.50
\$5,000,001	\$10,000,000 add	\$1.10
\$10,000,001	Over, add	\$0.90

Original Issue

For the Douglas, Cass, Sarpy, Washington, and Lancaster Counties the basic charge for an original loan, or leasehold loan policy shall be \$100 for coverage up to \$20,000. The charge for coverage over \$20,000 shall be as follows:

<b>Liability</b>		<b>Premium</b>
<b>From</b>	<b>To</b>	<b>(per \$1,000 of liability)</b>
\$20,000	\$50,000 add	\$3.50
\$50,001	\$100,000 add	\$3.00
\$100,001	\$1,000,000 add	\$2.00
\$1,000,001	\$5,000,000 add	\$1.50
\$5,000,001	\$10,000,000 add	\$1.10
\$10,000,001	Over, add	\$0.90

An owner's policy and a loan policy insuring the lender shall be written simultaneously for 100% of the basic charge for the owner's policy plus \$75 for the loan policy.

Original Issue

For **all other counties** in the State of Nebraska the basic charge for an original owner's, or leasehold owner's policy shall be \$175 for coverage up to \$5,000. The charge for coverage over \$5,000 shall be as follows:

<b>Liability</b>		<b>Premium</b>
<b>From</b>	<b>To</b>	<b>(per \$1,000 of liability)</b>
\$5,000	\$50,000 add	\$3.50
\$50,001	\$100,000 add	\$3.00
\$100,001	\$1,000,000 add	\$2.00
\$1,000,001	\$5,000,000 add	\$1.50
\$5,000,001	\$10,000,000 add	\$1.10
\$10,000,001	Over, add	\$0.90

For **all other counties** in the State of Nebraska the basic charge for an original loan, or leasehold loan policy shall be \$100 for coverage up to \$5,000. The charge for coverage over \$5,000 shall be as follows:

<b>Liability</b>		<b>Premium</b>
<b>From</b>	<b>To</b>	<b>(per \$1,000 of liability)</b>
\$5,000	\$50,000 add	\$3.50
\$50,001	\$100,000 add	\$3.00
\$100,001	\$1,000,000 add	\$2.00
\$1,000,001	\$5,000,000 add	\$1.50
\$5,000,001	\$10,000,000 add	\$1.10
\$10,000,001	Over, add	\$0.90

An owner's policy and a loan policy insuring the lender shall be written simultaneously for 100% of the basic charge for the owner's policy plus \$75 for the loan policy.

2. Increased Liability

The charge for increased liability shall be the difference between the basic charge for the amount of the insurance shown in the initial policy and the basic charge for the ultimate amount of insurance issued at the appropriate charge for the type of insurance involved,

with a minimum fee of \$10. If the effective date of the policy is changed, an additional charge shall be made in the amount of \$20.

3. Copies and Duplicates

Copies of lost policies in which no additional insurance is given may be furnished at the discretion of the issuing company for \$10 each. The policy must contain this statement: "This policy is issued in lieu of lost Policy No. \_\_\_\_\_ which is hereby cancelled."

4. Cancellations

Commitments to insure are issued only upon receipt of an order for a policy of title insurance. After the issuance of the commitment to insure, if the record discloses that the commitment has been acted upon by recordation of deed, mortgage, or other instruments, or if acted upon by unrecorded document or documents, apply the original issue charge. However, if the applicant cancels or no documents have been recorded and no actions have been taken by the expiration date of the commitment, **a minimum charge of \$25 plus extra service charges, if any must be charged.** The entire charge may be cancelled if it is apparent that through error the customer has entered duplicate orders either with the same or competing companies, or if the order is cancelled prior to commencement of search.

5. Construction Loans

A construction loan policy and permanent loan policy insuring mortgages on the same property shall be issued for a combined charge of 100% of the original issue charge for the larger policy. This combination shall include an original commitment to insure the construction loan, a commitment to insure or endorsement to the previous commitment issued subsequent to the recording of the construction mortgage, a construction loan policy, a commitment to insure the permanent mortgage and the permanent loan policy. Thirty percent (30%) of the charge shall be payable upon the recording of the construction mortgage to be insured, and the balance shall be payable upon completion of the contemplated improvements or the issuance of the construction or permanent loan policy whichever first occurs.

If a commitment is issued in the form of an interim title insurance binder in connection with a temporary construction loan, a charge of 30% of the basic charge must be made. At the time the policy committed for under such binder is issued, the charge therefor is at the applicable loan policy charge. Full credit shall be given for the amount paid for the binder.

If no policy is issued under such interim title insurance binder, and a permanent loan policy is subsequently insured, the charge for the issuance of such loan policy shall be at the applicable loan policy charge without any credit for the amount paid for the interim title insurance binder.

6. Leasehold

Owner's policies insuring a leasehold estate with an ALTA leasehold owner's policy endorsement shall not be issued for less than the aggregate of the rentals payable under the primary term of the lease or the fair market value of the lease property, whichever is less.

Loan policies insuring a leasehold loan with an ALTA lender's leasehold policy endorsement

shall be issued for the charges applicable to loan policies upon a fee simple estate subject to such reduction as is hereinafter provided for the simultaneous issuance of policies.

7. Simultaneous Issuance

When owner's policies insuring a fee simple estate and a leasehold estate covering identical land are issued simultaneously, the charge for the larger policy shall be 100% of the basic charge. The charge for the other policy shall be 30% of the basic charge calculated upon the face amount of the smaller policy with a minimum of \$35. When an owner's policy is issued insuring a fee simple estate in land only and an owner's policy is issued insuring a leasehold estate in the land and a fee in the improvements (where the ownership of the improvements is separated from ownership of the land), the charge shall be computed on the total amount of the two policies added together and shall be 100% of the basic charge.

8. Sale of Vendor's Interest

The sale of the vendor's interest in a land contract may be insured for less than the value of the property. The policy must be issued in the amount of the full consideration paid for the vendor's interest with a charge for an amount calculated at 100% of the basic charge.

9. Refinance Rate

When the same owner of real property acquires a new loan on the same property previously secured within a five year (5) period by a first mortgage or first deed of trust, the premium charge shall be 60% of the basic rate for the face amount of the new policy up to the amount of the previous first mortgage or deed of trust. Any liability in excess of the previously secured amount will be at the full basic rate. This rate shall not apply to a second mortgage or any other mortgage or deed of trust not in a first priority position. A copy of the previous first mortgage or deed of trust shall be retained in the agent's file to support the issuance of this rate. This rule will be applied to all counties in Nebraska.

10. Subdivision Rate

During the five-year period following recording of an approved final plat of a parcel or tract of land, or a master deed or declaration creating a condominium property regime, containing at least fifteen (15) buildable lots or condominium units, the title insurance premium for these lots shall be based on a "subdivision rate."

The filing of a modified or altered plat or master deed or declaration will not extend the five-year period. The original filing date of the approved plat or master deed or declaration for purposes of this rate cannot be extended for any reason. A copy of the recorded plat or master deed or declaration must be in each agent's master file of the subdivision, which the subdivision rate is issued on. The rate so charged will be seventy percent (70%) of the filed basic rate in effect at the time of the policy issue date for amount of insurance up to \$1,000,000. The premium as to any amounts of insurance in excess of \$1,000,000 will be at one hundred percent (100%) of the filed basic rate then in effect. The minimum premium for a transaction under this filing shall be \$75. Policies with an issue date more than five years following the recording of the approved final plat will not be eligible for the subdivision rate.

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



condominium units are eligible for the subdivision rate. The subdivision rate will be equally available for lenders policies, as well as owner's policies.

**11. Secondary Market Short Form Residential Loan Policy One-to-Four Family**

The Secondary Market Short Form Residential Loan Policy One-to-Four Family policy is designed to provide limited title insurance that meets the title insurance requirements of the Guides of Fannie Mae and Freddie Mac. The Policy is available for first lien refinance and first lien home equity loans as well as first lien purchase transactions. In the latter case, a full priced owner policy will be issued where applicable. The Policy does not contain all of the insuring provisions of the regular ALTA Loan Policy and does not contain specific title exceptions as to matters recorded in the public records. The policy does insure the validity and priority of the mortgage and does insure against title matters to the extent required by the Guides of Fannie Mae and Freddie Mac. This form has been approved by Fannie Mae and Freddie Mac, so its coverage will be acceptable to the lending community. The Policy would be issued only for one-to-four family improved residential properties in established subdivisions for mortgages issued to institutional lienholders.

The policy has been specifically designed for Internet originated loans and the pricing and cost structure has been designed for a centrally processed, Internet ordered title insurance product. In order to produce this Policy at a reduced rate, Stewart Title Guaranty Company would issue it (in accordance with any applicable state law) only if the order, applicable legal description or address, and names of parties to loan transaction for issuance were placed and communications were sent electronically through websites or other electronic communications locations explicitly designated by Stewart Title Guaranty Company for placement of the Secondary Market Short Form Residential Loan Policy-One-To-Four Family. To the extent allowed by applicable federal and state law, the policies would be delivered electronically to lenders, if such delivery is acceptable to lenders, using the same software platforms used for order.

The following simplified rate structure is based on the charges for the loan transaction as indicated as follows for each range set out below:

<b>Range of Liability</b>	<b>Fee:</b>
Up to \$100,000.00 of liability written:	\$350
Over \$100,000.00 and up to \$250,000.00	\$350
Over \$250,000.00 and up to \$500,000.00	\$475
Over \$500,000.00 and up to \$750,000.00	\$725
Over \$750,000.00 and up to \$1,000,000.00	\$925
Over \$1,000,000.00 and up to \$1,250,000.00	\$1,100
Over \$1,250,000.00 and up to \$1,500,000.00	\$1,300

**12. Short Form Commercial Loan Policy**

This policy is similar to the ALTA Short Form Residential Loan Policy which is available on residential transactions. The Short Form Commercial Loan Policy allows lenders making loans secured by commercial real estate faster access to obtaining their policy as well as experiencing savings in time and money by using this form of policy.

The charge for this policy will be the currently approved rate for the ALTA loan policy, plus the filed rate, if any as currently approved, for any endorsement as indicated for use in Schedule A of the policy.

**13. Alta Expanded Coverage Residential Loan Policy**

**Alta Short Form Expanded Coverage Residential Loan Policy**

The ALTA Expanded Coverage Residential Loan Policy is an enhanced version of the ALTA Loan Policy (6/17/06) approved for use in Nebraska and includes many of the same expanded coverages provided to the consumer by the ALTA Homeowner's Policy of Title Insurance, as well as a number of additional coverages unique to lenders.

The rates for the ALTA Expanded Coverage Residential Loan Policy and the ALTA Short Form Expanded Coverage Residential Loan Policy will be:

<b>Policy Amount:</b>	<b>Rate:</b>
\$0-\$10,000	\$125.00 (flat rate)
\$10,001 - \$50,000 add	\$4.25 per thousand
\$50,001 - \$100,000 add	\$3.75 per thousand
\$100,001 - \$1,000,000 add	\$2.75 per thousand
\$1,000,001 - \$5,000,000 add	\$2.25 per thousand
\$5,000,01 - \$15,000,000 add	\$1.75 per thousand
Over \$15,000,001 add	\$1.25 per thousand

**14. Alta Homeowner's Policy of Title Insurance**

The American Land Title Association adopted the Homeowner's Policy of Title Insurance originally in October, 1998. There have been two revisions adopted by ALTA for the policy, one in October 22, 2003 and January 1, 2008. This policy includes a number of new coverages as there are 32 insuring clauses found within the policy. The accompanying lender's policy is the Alta Expanded Coverage Residential Loan Policy. The charge for this policy is :

<b>Policy Amount:</b>	<b>Rate:</b>
\$0-\$10,000	\$125.00 (flat rate)

\$10,001 - \$50,000 add	\$4.25 per thousand
\$50,001 - \$100,000 add	\$3.75 per thousand
\$100,001 - \$1,000,000 add	\$2.75 per thousand
\$1,000,001 - \$5,000,000 add	\$2.25 per thousand
\$5,000,01 - \$15,000,000 add	\$1.75 per thousand
Over \$15,000,001 add	\$1.25 per thousand

15. Article 9 Comprehensive Plus Policy of Title Insurance. See Addendum page 16 of the manual for description and rate.

16. Alta U.S.A. Policy of Title Insurance

The ALTA U.S. Policy of Title Insurance can be issued when an entity of the Federal Government is taking title in property that they are acquiring for their needed inventory of various types of properties. The rate for this policy will be the same as that approved for the Owner's Policy of Title Insurance for Nebraska.

17. Additional Parcels

When insuring two or more parcels of land, an additional minimum charge of One Hundred dollars (\$100.00) will be added if additional time and expense is required to search the additional parcel(s). If the additional parcel(s) are added after the initial title application is made, the additional charges shall be made.

**C. ENDORSEMENTS**

1. ALTA Endorsement Form 1: Street Assessments (6/1/87)

This endorsement assures the insured mortgagee under a mortgagee's policy that there are no street improvements under construction or completed which at the date of the issuance are prior or at a later date may be prior to the lien of the insured mortgage. It may be given upon request by endorsement or by additional coverage within the body of a mortgagee's policy if the issuing company is provided with satisfactory evidence to justify such coverage.

The charge for this endorsement shall be \$25.

2. ALTA Endorsement Form 2: Truth in Lending (6/1/87)

This endorsement may be issued in connection with a mortgagee's policy to protect the insured lender against rescission under the Federal Truth in Lending Act.

The charge for this endorsement shall be \$25.

3. ALTA Endorsement Form 3: Zoning (Rev. 10/17/98)

This endorsement to the mortgagee's or owner's policy is designed for issuance on unimproved property and provides assurance on the applicable zoning classification and authorized use of the land described in the policy. Approval of the National Legal Department and a legal opinion from a Martindale-Hubbell A-V or B-V rated attorney is required before this endorsement may be issued.

The charge for this endorsement shall be a minimum of \$50.00 up to \$1.00 per thousand.

3.1 ALTA Endorsement Form 3.1: Zoning--Completed Structure (Rev. 10/17/98)

This endorsement to the mortgagee's or owner's policy is designed for issuance on improved property. It is preferred that this endorsement refer in the second paragraph to the "following use or uses" by specifically excerpting language from the zoning ordinance, not by stating the proposed or actual use. Approval of the National Legal Department and a legal opinion from a Martindale-Hubbell A-V or B-V rated attorney is required before this endorsement may be issued.

The charge for this endorsement shall be a minimum of \$50.00 up to \$1.00 per thousand.

4. ALTA Endorsement Form 4: Condominium (3/27/92)

The condominium endorsement may be issued in connection with the issuance of a mortgagee's policy on a residential unit of a condominium.

Each of the separately stated coverages contained in the condominium endorsement may be issued either with or

without the others.

The charge for this endorsement shall be \$25.

4.1 ALTA Endorsement Form 4.1: Condominium (10/17/92)

The condominium endorsement may be issued in connection with the issuance of a mortgagee's policy on a residential unit of a condominium.

Each of the separately stated coverages contained in the condominium endorsement may be issued either with or without the others.

The recommended charge for this endorsement shall be \$25.

5. ALTA Endorsement Form 5: Planned Unit Development (PUD) (3/27/92)

The PUD endorsement may be issued in connection with the issuance of a mortgagee's policy on a residential unit.

Each of the separately stated coverages contained in the PUD endorsement may be issued either with or without the others.

The charge for this endorsement shall be \$25.

5.1 ALTA Endorsement Form 5.1: Planned Unit Development (PUD) (3/27/92)

The PUD endorsement may be issued in connection with the issuance of a mortgagee's policy on a residential unit.

Each of the separately stated coverages contained in the PUD endorsement may be issued either with or without the others.

The recommended charge for this endorsement shall be \$25.

6. ALTA Endorsement Form 6: Variable Rate Mortgage (6/1/87)

The variable rate mortgage endorsement may be issued in connection with a mortgagee's policy for variable rate mortgages.

The charge for this endorsement shall be \$25.

6.1 ALTA Endorsement Form 6.1: Variable Rate Mortgage--Regulations (6/1/87)

The variable rate mortgage--regulations endorsement may be issued in connection with a mortgagee's policy when it is necessary for the lender to comply with certain statutes or regulations concerning variable rate mortgages.

The charge for this endorsement shall be \$25.

6.2 ALTA Endorsement Form 6.2: Variable Rate Mortgage--Negative Amortization (6/1/87)

The variable rate mortgage--negative amortization endorsement may be used in connection with a mortgagee's policy when it is necessary for the lender to comply with certain statutes or regulations concerning variable rate mortgages with negative amortization.

The charge for this endorsement shall be \$25.

7. ALTA Endorsement Form 7: Manufactured Housing Unit (6/1/87)

The manufactured housing unit endorsement may be issued in connection with a mortgagee's policy when the insured premises are improved with one single family residence.

The charge for the endorsement shall be \$25.

8.1 ALTA Endorsement Form 8.1: Environmental Protection Lien (3/12/88)

The environmental protection lien endorsement is issued in conjunction only with a mortgagee's policy and only on one-to-four family residential property. It provides assurances that there are no environmental protection liens filed in the local records or in the federal district court clerk's office that could have priority over the lien of the insured mortgage (unless any such lien is excepted); it also provides assurance that there are no state statutes that could create liens later filed which would have priority over the lien of the insured mortgage except those statutes specifically excepted.

Commercial Endorsement Form 8.1: Environmental Protection Lien

The commercial environmental protection lien endorsement is issued in conjunction only with a mortgagee's policy and can be used to insure property which is considered non-residential or commercial type property.

The charge for this endorsement shall be \$25.

9. ALTA Endorsement Form 9: Restrictions, Encroachments, Minerals (Rev. 10/17/98)

This comprehensive endorsement is issued in conjunction with a mortgagee's policy and provides coverage regarding violations of covenants, conditions, and restrictions.

The charge for this endorsement shall be \$25.

9.1 ALTA Endorsement Form 9.1: Restrictions, Encroachments, Minerals – Unimproved Land (10/17/98)

This comprehensive endorsement is issued in conjunction with a owner's policy and provides coverage regarding violations of covenants, conditions, and restrictions.

The charge for this endorsement shall be \$25.

9.2 ALTA Endorsement Form 9.2: Restrictions, Encroachments, Minerals – Improved Land (10/17/98)

This comprehensive endorsement is issued in conjunction with a owner's policy and provides coverage regarding violations of covenants, conditions, and restrictions.

The charge for this endorsement shall be \$25.

10. ALTA Endorsement Form 10: Assignment (9/24/94)

This endorsement is to be issued on a loan policy in connection with an assignment of mortgage. It insures the validity of the assignment and insures that no full or partial

release has been recorded in the public records.

The recommended charge for this endorsement shall be \$25

10.1 ALTA Endorsement Form 10.1: Assignment and Date Down (9/24/94)

This endorsement is to be issued on a loan policy in connection with an assignment of mortgage. It insures the validity of assignment, that no full or partial release has been recorded in the public records, that taxes and assignments are not due and payable, that the lien of the insured mortgage continues to have priority as insured in the policy, and that no notices of federal tax liens or pending bankruptcy proceedings affecting the title have been recorded.

The recommended charge for this endorsement shall be \$50.

11.0 ALTA Endorsement Form 11 and Form 11-06 Modification Endorsement (9/24/94)

This endorsement insures against loss arising from the invalidity of a lien of the insured mortgage resulting from modification to the insured mortgage.

The charge for this endorsement shall be \$35.00

RC1. Revolving Credit 1

This endorsement, issued in conjunction with the mortgagee's policy, insures future advances under the insured mortgage with certain exceptions and requirements.

The charge for this endorsement shall be \$50.

RC2. Revolving Credit 2

This endorsement, issued in conjunction with the mortgagee's policy, insures future advances under the insured mortgage with certain exceptions and requirements.

The charge for this endorsement shall be \$50.

RC3. Revolving Credit 3

This endorsement issued in conjunction with the mortgagee's policy insures future advances under the insured mortgage with certain exceptions and requirements.

The charge for this endorsement shall be \$10.

RC4 Revolving Credit 4

This endorsement, issued in conjunction with the mortgagee's policy, insures future advances under the insured mortgage with certain exceptions and requirements.

The charge for this endorsement shall be \$50.

Rate Reduction Endorsement E-9826

This endorsement provides an option to change the interest rate consistent with the current market conditions.

There shall be no charge for this endorsement.

SM Secondary Market Endorsement

This endorsements insures against loss sustained by an insured mortgagee by reason of

defects, liens, and encumbrances that are not acceptable title exceptions according to the listed guidelines or instructions set forth by Fannie Mae or Freddie Mac or other lender's underwriting guidelines

There shall be no charge for this endorsement.

**FIP Foreclosure Insurance Policy Date Down Endorsement**

This endorsement will be used in connection with the Foreclosure Insurance Policy and will serve to date down the policy by amending the date of the policy and would show any change in ownership, as shown in paragraph 4 of Schedule A of the policy, as well as any new exceptions, including taxes since issuance of the policy.

The recommended charge for this endorsement is 20% of the basic rate for the loan policy with no charge for the first down date endorsement.

**CLTA 101 Priority Insurance Mechanic's Liens**

This endorsement is to be issued on loan policies. It provides specific assurances against any mechanic or materialmen lien gaining priority over the insured mortgage.

The charge for this endorsement shall be 10% of the basic premium.

**UCC UCC Endorsement E-9825**

Lenders will request this form primarily for loans in excess of \$1,000,000 on Commercial/Industrial/Multi-family properties. This endorsement provides coverage for the lender, wherein collateral such as fixtures and timber (which constitute real property) is used as additional collateral securing loans under the UCC.

The charge for this endorsement is 15% of the basic rate for the loan policy.

**ALTA 13 (Leasehold Owner's) (E-9813) and ALTA 13.1 (Leasehold Loan) (E-9814)**

ALTA 13 and ALTA 13.1 are leasehold endorsements. The ALTA 13 is to be issued in connection with an ALTA Owner's Policy while the ALTA 13.1 is to be attached to an ALTA Loan Policy. These new endorsements are designed to respond to criticism of existing Leasehold Policies and prior Leasehold endorsements. These endorsements provide improvements in protection for damages that an insured lessee or insured leasehold lender could suffer in the event of the failure of the leasehold estate.

There will be no charge for these endorsements.

**ACC 1 Access Endorsement 1**. This endorsement to the mortgagee's or owner's policy insures access to physically open street or streets.

The charge for this endorsement shall be \$25.00

ACC 2 Access Endorsement 2. This endorsement to the mortgagee's or owner's policy insures access, via easement, to physically open street or streets.

The charge for this endorsement shall be \$25.00.

ACC3 Access Endorsement 3. This endorsement to the mortgagee's or owner's policy insures legal and physical access to and abutment upon physically open street or streets.

The charge for this endorsement shall be \$25.00.

CIP Commercial Inflation Protection Endorsement. This endorsement to the owner's policy provides for increase of coverage up to 150% of the original stated amount of insurance upon commercial real estate.

There shall be no charge for this endorsement.

CTG1 Contiguity Endorsement 1. This endorsement to the mortgagee's or owner's policy insures that two or more tracts of land or contiguous.

The charge for this endorsement shall be \$25.00.

CTG2 Contiguity Endorsement 2. This endorsement to the mortgagee's or owner's policy insures that two or more tracts of land are contiguous and comprise one tract of land or a single integrated tract of land.

The charge for this endorsement shall be \$25.00.

ARB1 Deletion of Arbitration Clause Endorsement 1. Deletes the arbitration clause (Section 13, Conditions and Stipulations) of the ALTA Loan Policy.

The charge for this endorsement shall be \$25.00.

ARB3 Amendment of Arbitration Clause Endorsement. Amends the arbitration clauses (Section 13, Conditions and Stipulations, ALTA Loan Policy; Section 14, Conditions and Stipulations, ALTA Owner's Policy).

The charge for this endorsement shall be \$25.00.

BAL Balloon Mortgage Endorsement 2. This endorsement to the mortgagee's policy insures against loss of priority due to loan provision creating right to refinance.

The charge for this endorsement shall be \$25.00.

DBA Doing Business Endorsement. This endorsement to the mortgagee's policy insures against unenforceability of mortgage because making of the loan violated state doing business

laws.

The charge for this endorsement shall be \$25.00.

EAS1 Easement Encroachment Endorsement 1. This endorsement to the mortgagee's or owner's policy insures against loss due to enforcement of easement rights.

The charge for this endorsement shall be \$25.00.

EAS2 Easement Encroachment Endorsement 2. This endorsement to the mortgagee's or owner's policy insures against loss due to enforcement of easement through court action.

The charge for this endorsement shall be \$25.00.

FWY1 Fairway Endorsement 1. This endorsement to the owner's policy provides that, despite termination or addition of new partners, a partnership remains the Insured.

The charge for this endorsement shall be \$75.00.

FWY2 Fairway Endorsement 2. This endorsement to the owner's policy provides that successor partnership remains the Insured.

The charge for this endorsement shall be \$75.00.

FLS First Loss Endorsement. This endorsement to the mortgagee's policy provides that, if loss, or reduction in value of the insured title, exceeds a stated percentage of the policy amount, liability shall be determined under the policy without requiring maturity or foreclosure of other collateral.

The charge for this endorsement shall be \$.50 per \$1,000 of coverage.

FUT Future Advance Endorsement. This endorsement to the mortgagee's policy insures priority of future advances and acknowledges such advances are indebtedness under the policy.

The charge for this endorsement shall be \$25.00.

FUT/RC Future Advance/Revolving Credit Endorsement. This endorsement to the mortgagee's policy insures priority of future advances and or a revolving credit line as provided in the mortgage.

The charge for this endorsement shall be \$25.00.

LAST Last Dollar Endorsement. This endorsement to the mortgagee's policy provides that the pro tanto reduction clause [Sec. 9(b), Conditions and Stipulations] does not apply until debt decreases below the policy amount.

The charge for this endorsement shall be \$.50 per \$1,000.00 of liability.



LOC Location of Improvements Endorsement. This endorsement to the mortgagee's or owner's policy insures address of improvements, and map location and dimensions.

The charge for this endorsement shall be \$25.00.

NONIMIP1 Non-Imputation Endorsement 1. This endorsement to the owner's policy provides that insurer will not deny liability because of knowledge imputed to the Insured by stated persons.

The charge for this endorsement shall be Ten (10) percent of the basic premium.

NONIMIP2 Non-Imputation Endorsement 2. This endorsement to the mortgagee's policy provides that insurer will not deny liability because of knowledge imputed to the Insured through the mortgagor.

The charge for this endorsement shall be Ten (10) percent of the basic premium.

SUB Subdivision Endorsement. This endorsement to the owner's or mortgagee's policy insures that the land described in the policy is a lawfully created parcel according to all applicable statutes and other enactments.

The charge for this endorsement shall be \$25.00.

SURV Survey Endorsement. This endorsement to the owner's or mortgagee's policy insures that the land described in the policy is the same as that delineated on a specific survey.

The charge for this endorsement shall be \$25.00.

TAXD Tax Deed Endorsement. This endorsement to the owner's or mortgagee's policy insures that appurtenant easement will not be cut off by tax foreclosure of servient estate.

The charge for this endorsement shall be \$25.00.

TAXP Tax Parcel Endorsement. This endorsement to the owner's or mortgagee's policy insures that the property is taxed separately from other property.

The charge for this endorsement shall be \$25.00.

TIEIN Tie In Endorsement. This endorsement to the owner's or mortgagee's policy aggregates liability under multiple policies.

The charge for this endorsement shall be \$75.00.

USURY Usury Endorsement. This endorsement to the mortgagee's policy insures against invalidity of the mortgage because of violation of State usury laws.

The charge for this endorsement shall be \$25.00.

ALTA Endorsement 23-06 (Co-Insurance) (01/01/08)

The ALTA endorsement 23-06 (Co-Insurance) provides for co-insurance (where two or more title companies jointly insure the same property) under an ALTA policy and the liabilities are segregated.

There will be no additional charge for this endorsement.

**SUPPLEMENTAL RULE SCHEDULES FOR DOUGLAS, SARPY, WASHINGTON,  
LANCASTER and DODGE COUNTIES, NEBRASKA  
SUBMITTED FOR STEWART TITLE GUARANTY COMPANY  
Approved on 12/7/01**

**The following rule changes for the Counties of Douglas, Sarpy, Washington, Lancaster, and Dodge Nebraska is being added to the Stewart Title Guaranty Company Manual For Title Insurance In The State of Nebraska:**

**B. Policies:**

**Section 5, Construction Loans**

The Rule submitted will read as follows:

A construction Loan Policy and Owner's Policy and a permanent Loan Policy and Owner's Policy insuring the fee simple, mortgages or deeds of trust on the same residential or commercial property will be issued for a combined charge of one hundred percent (100%) of the applicable rate for the largest policy. This combination includes the original policy to the lot owner, construction loan (lender) and the issuance of a permanent Loan Policy and Owner's Policy. The initial premium charge shall be payable upon issuance of a lot policy, construction Loan Policy or Owner's Policy and any additional premium shall be payable upon issuance of the permanent Loan Policy and Owner's Policy.

The premium paid for the issuance of the lot policy and construction loan and owner's policies shall be credited toward any premium due the company for the permanent Loan Policy and Owner's Policy on the same property. It is not necessary for the borrower, owner or the lender to be the same on the permanent loan as the construction loan for this credit to apply. The credit shall be available one time only and expires three (3) years after the issue date of the construction Loan Policy.

**Section 7, Simultaneous issuance (Note: this section 7 was withdrawn with filing dated 12/12/2005)**

The Rule submitted will read as follows:

When an Owner's policy and a Loan Policy are issued simultaneously, the rate shall be calculated at one hundred percent (100%) of the basic charge on the amount of the larger policy, plus a rate of Fifty Dollars (\$50.00) for the smaller policy. This rate will also apply if an extended coverage Loan Policy is requested.

**Section 9, Refinance Rate (This section no longer applicable per filing dated 3/12/2009 approved 4/21/09).**

The Rule submitted will read as follows:

When the same owner of real property acquires a new loan on the same property previously secured with a five (5) year period (60 months) by a first mortgage or first deed of trust, the premium charge shall be sixty percent (60%) of the basic rate for the face amount of the new policy up to the amount of the previous first mortgage or deed of trust. Any liability in excess of the previously secured amount will be at the full basic rate. This rate shall not apply to a second mortgage or any other mortgage or deed of trust not in a first priority position. A copy of the previous first mortgage or deed of trust shall be retained in the agent's file to support the issuance of this rate.

**SUPPLEMENTAL RULE SCHEDULES FOR DOUGLAS, SARPY, WASHINGTON,  
LANCASTER AND DODGE COUNTIES, NEBRASKA**  
**SUBMITTED FOR STEWART TITLE GUARANTY COMPANY-Approved on 12/7/01**  
**The following rule changes for the Counties of Douglas, Sarpy, Washington,  
Lancaster and Dodge Nebraska is being added to the Stewart Title Guaranty  
Company Manual For Title Insurance In The State of Nebraska:**

**Section 10, Subdivision Rate.**

The Rule submitted will read as follows:

During the five-year period following recording of an approved final plat of a parcel or tract of land, or a master deed or declaration creating a condominium property regime, containing at least five (5) buildable lots or condominium units, the title insurance premium for these lots shall be based on a “subdivision rate”.

The filing of a modified or altered plat or master deed or declaration will not extend the five-year period. The original filing date of the approved plat or master deed or declaration for purpose of this rate cannot be extended for any reason. A copy of the recorded plat or master deed or declaration must be in each agent’s master file of the subdivision, which the subdivision rate is based on. The rate so charged will be seventy percent (70%) of the filed basic rate in effect at the time of the policy issue date for an amount of insurance up to \$1,000,000. The premium as to any amounts of insurance in excess of \$1,000,000 will be at one hundred percent (100%) of the filed basic rate then in effect. The minimum premium for a transaction under this filing shall be \$75. Policies with an issue date more than five years following the recording of the approved final plat or master deed or declaration will not be eligible for the subdivision rate.

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

**C. Endorsements:**

**Section C, Endorsements.** The rule for the ALTA Endorsement Form 6: Variable Rate Mortgage, is being modified to read as follows for Douglas, Sarpy, Washington, Lancaster, and Dodge Counties:

ALTA Endorsement Form 6: Variable Rate Mortgage

The variable rate mortgage endorsement may be issued in connection with a mortgagee’s policy for variable rate mortgages. The charge for this endorsement shall be \$10.00

The rule for the ALTA Endorsement Form 8.1: Environmental Protection Lien, is being modified to read as follows for Douglas, Sarpy, Washington, Lancaster and Dodge Counties:

ALTA Endorsement Form 8.1: Environmental Protection Lien

The environmental protection lien endorsement is issued in conjunction only with a mortgagee’s policy and only on one-to-four family residential property. It provides assurances that there are no environmental protection liens filed in the local records or in the federal district court clerk’s office that could have priority over the lien of the insured mortgage (unless any such lien is excepted); it also provides assurance that there are no state statutes that could create liens later filed which would have priority over the lien of the insured

mortgage except those statutes specifically excepted.

The charge for this endorsement shall be \$10.00

**ADDENDUM TO NEBRASKA RATE MANUAL FOR TITLE INSURANCE  
SUBMITTED: 11/20/2002**

The following addendum will be used to add the rate for the Policies as indicated below:

The ARTICLE 9 COMPREHENSIVE PLUS™ POLICY OF TITLE INSURANCE (LENDER'S) and the ARTICLE 9 COMPREHENSIVE PLUS™ POLICY OF TITLE INSURANCE (OWNER'S) are new title insurance policies that will be issued to owners of and lenders secured by liens on various types of collateral, including (if applicable) fixtures, timber, as-extracted collateral and other Collateral.

The Owner's Policy insures the owner against stated liens that may have attached to the Collateral.

The Lender's Policy insures the lender and primarily insures (1) against stated liens that may have attached to the Collateral, (2) that the Lender's lien has attached to the Collateral, and (3) that the Lender's lien has been perfected, as provided in the Policy.

**ARTICLE 9 COMPREHENSIVE PLUS POLICY**

**BASIC RATES**

AMOUNT OF INSURANCE:	BASIC RATES (for amount of insurance excess of prior bracket of liability):
\$0 up to and including \$100,000	\$500
\$100,001 to \$300,000	3.85/\$1000 of additional insurance (or any portion thereof)
\$300,001 to \$1,000,000	\$2.00/\$1000 of additional insurance (or any portion thereof)
\$1,000,001 to \$3,000,000	\$1.50/\$1000 of additional insurance (or any portion thereof)
\$3,000,001 to \$5,000,000	\$1.25/\$1000 of additional insurance (or any portion thereof)
\$5,000,001 to \$10,000,000	1.00/\$1000 of additional insurance (or any portion thereof)
\$10,000,001 to \$25,000,000	0.85/\$1000 of additional insurance (or any portion thereof)
\$25,000,001 to \$50,000,000	0.65/\$1000 of additional insurance (or any portion thereof)
\$50,000,001 and above	\$.50/\$1000 of additional insurance (or any portion thereof)

All rates reflect the premium rate for the Article 9 Comprehensive Plus Policy, and do not include cost for reinsurance required by the insured, UCC searches, UCC preparation costs, and UCC filings charges and fees. Any order for the Article 9 Comprehensive Plus Policy must be placed and communications must be sent through websites or other electronic communications locations designated by Stewart Title Guaranty Company for placement and receipt of order for the Article 9 Comprehensive Plus Policy.

**SIMULTANEOUS RATE**

If an Article 9 Comprehensive Plus Policy of Title Insurance (Owner's) is issued simultaneously with an Article 9 Comprehensive Plus Policy of Title Insurance (Lender's) the rate shall be the Basic Rate for the Amount of Insurance for the policy with the larger amount of insurance, plus \$500 for the additional policy.

**MIXED COLLATERAL TRANSACTIONS**

In transactions of any amount where both personal property and real property secure the same indebtedness, and Stewart Title Guaranty Company policies are simultaneously issued on both the real property and personal property, the rate for the Article 9 Comprehensive Plus Policies shall be 90 % of the applicable rate, but in no event less than \$500 for each policy.

**STEWART TITLE GUARANTY COMPANY**  
**ADDENDUM TO NEBRASKA RATE MANUAL FOR TITLE INSURANCE**  
**SUBMITTED: 10/4/06**  
**Approved: 06/01/07**

The following five page addendum will be used to add the rate for the Policies and Endorsements as indicated below:

Endorsements:

ALTA Endorsement 7.1 (E-9425) and 7.1-06 (E-9424)(06/17/06)

The new ALTA Endorsement 7.1 is issued with a Loan Policy and insures (1) that the owner of the land owns the manufactured housing unit, (2) that the manufactured housing unit is on the land, (3) that the manufactured housing unit is real property, (4) that there are no personal property liens against the manufactured housing unit (unless excepted in Schedule B), (5) that the lien of the insured mortgage attaches to the manufactured housing unit, and (6) that the lien of the Insured Mortgage can be foreclosed in a single foreclosure procedure against the manufactured housing unit and (remaining) land. The charge for this endorsement will be the same rate as the current Alta 7 endorsement (\$25.00) as filed for use in Nebraska.

ALTA Endorsement 7.2 (E-9426) and 7.20-6 (E-9427)(06/17/06)

The new ALTA Endorsement 7.2 is issued with an Owner's Policy and provides the same insurance as the ALTA Endorsement 7.1, except that it does not insure that the lien of the Insured Mortgage attaches to the manufactured housing unit or that the lien can be foreclosed in a single foreclosure procedure. The charge for this endorsement will be the same rate as the current Alta 7 endorsement (\$25.00) as filed for use in Nebraska.

ALTA Endorsements 9.3(E-9435), 9.3-06(E-9436); 9.4(E-9437), 9.4-06(E-9438); and 9.5(E-9439); 9.5-06(E-9440)(06/17/06)

The ALTA also adopted new Endorsements 9.3, 9.4, and 9.5. The ALTA Endorsement 9.3 is similar to the existing ALTA Endorsement 9, the ALTA Endorsement 9.4 is similar to the existing ALTA Endorsement 9.1, and the ALTA Endorsement 9.5 is similar to the existing ALTA Endorsement 9.2. These endorsements provide new coverage against damage to existing or future improvements because of development of minerals. The charges for these endorsements will be \$25.00.

ALTA Endorsement Form 14-06 (Future Advance-Priority) (E-9447) (6/17/06)

The Alta Endorsement Form 14 is a form of the Revolving Credit Endorsement. Mortgages sometimes secure accounts owing or to become owing to a lender where there will be frequent monetary advances and frequent repayments. The Alta Form 14 Endorsement is designed for insurance of priority of advances, regardless of whether the lender knows of the intervening liens and other matters. The ALTA 14 does not except to subsequent matters known by the insured at the time of advance. The endorsement may be issued on commercial or residential transactions. The charge for this endorsement will be \$25.00.

ALTA Endorsement Form 14.1-06 (Future Advance-Knowledge) (E-9949) (6/17/06)

The ALTA 14.1 endorsement is similar to the Alta 14 endorsement however it is designed for mortgages securing optional advances in those jurisdictions in which optional advances do not have priority if the insured has knowledge of the intervening matter. Unlike the Alta 14 endorsement, this endorsement contains an exclusion for lack of priority of any advance made after the insured has knowledge of a lien, encumbrance or other matter affecting the land. The endorsement may be issued on commercial or residential transactions.

The charge for this endorsement will be \$25.00.

ALTA Endorsement Form 14.2-06 (Future Advance-Letter of Credit) (E-9451) (6/17/06)

The Alta 14.2 endorsement is designed for insurance of a mortgage securing a letter of credit or other surety or reimbursement agreement. Unlike the Alta 14 and Alta 14.1 endorsement, the Alta 14.2 endorsement does not insure with respect to interest rate adjustments. Unlike the Alta 14 and Alta 14.1 endorsement, this endorsement does not exclude advances made after a bankruptcy, consumer credit protection or truth-in-lending laws. It may be issued only on commercial transactions

The charge for this endorsement shall be \$25.00.

ALTA Endorsement 14.3(E-9453) and 14.3-06(E-9455)(06/17/06)

The new ALTA Endorsement 14.3 (Future Advance – Reverse Mortgage) insures the validity, enforceability, and priority of the lien of the insured mortgage for future Advances pursuant to a Reverse Mortgage. It also includes insurance as to variable interest and negative amortization. Unlike most Reverse Mortgage Endorsements, this Endorsement also insures against loss because of (1) failure of the Insured Mortgage to state the term for Advances, (2) failure of the Insured Mortgage to state the maximum amount secured by the Insured Mortgage, and (3) failure of the mortgagors to be at least 62 years of age (a HUD requirement). The charge for these endorsements will be the same as the Alta 14.1 and 14.2 endorsements which is \$25.00.

Alta Endorsement Form 15-06 (Non-Imputation-Full Equity Transfer) (E-9457) (6/17/06)

The Alta 15 endorsement is designed to be issued with a policy insuring the record title holder, where the investors are acquiring ownership of that record title holder. The endorsement contemplates acquisition of the full interest in the “insured” under the policy. The endorsement is designed for issuance with an Owner’s Policy showing the titleholder as the insured, since it relates to action, inaction or knowledge as of Date of Policy. The endorsement limits applicability under paragraph 3(a), 3(b) and 3(e) of the Exclusion from Coverage section of the policy by reason of the action or inaction or knowledge of the named parties, all as more fully set forth in the Non-Imputation endorsement. This endorsement will be available for commercial use only.

The charge for this endorsement shall be 5% of the basic rate for the owner policy of title insurance.

Alta Endorsement Form 15.1-06 (Non-Imputation-Additional Insured) (E-9458) (6/17/06)

The Alta 15.1 endorsement is particularly designed to be issued after the Date of Policy and to show the new investor as an additional insured. The Alta 15.1 contemplates acquisition of an interest in the “insured” under the policy and adds an “additional insured”(new investor) by the endorsement. This endorsement contemplates that the additional insured will not acquire 100% of the record title holder. The endorsement is designed for issuance with an Owner’s policy. Like the Alta 15 endorsement, the endorsement limits applicability under paragraph 3(a), 3(b) and 3(e) of the Exclusion from Coverage

section of the policy by reason of the action or inaction or knowledge of the names parties, all as more fully set forth in the Non-Imputation endorsement.

This endorsement will be available for commercial use only. The charge for this endorsement shall be 5% of the basic rate for the owner policy of title insurance.

Alta Endorsement Form 15.2-06 (Non-Imputation-Partial Equity Transfer) (E-9459) (6/17/06)

The Alta 15.2 endorsement is designed to be issued in connection with a separate title policy to the new investor in the record title holder. The endorsement contemplates acquisition of an interest in the existing (partnership, limited liability company or corporation) owner and names the incoming (new investor) member, partner or shareholder in its own policy. The endorsement is designed for issuance with a new Owner policy. Like the Alta 15 and 15.1, the endorsement limits applicability under paragraph 3(a), 3(b) and 3(e) of the Exclusion from Coverage section of the policy by reason of the action or inaction or knowledge of the names parties, all as more fully set forth in the Non-Imputation endorsement. This endorsement will be available for commercial use only.

The charge for this endorsement shall be 5% of the basic rate for the owner policy of title insurance.

Alta Endorsement Form 16-06 (Mezzanine Financing) (E-9460) (6/17/06)

If a lender makes a loan to an owner (direct or indirect) of an equity interest in the mortgagor/record title holder, the lender will commonly request a Mezzanine Endorsement to the Owner's Policy. The Mezzanine Lender does not secure a mortgage on the land, or a Loan Policy, but does secure title insurance by a Mezzanine Endorsement to the Owner's Policy. The Mezzanine endorsement makes the Mezzanine Lender an assignee of payments under the Owner's Policy not to exceed the debt owed to the Mezzanine Lender. The endorsement does not name the Mezzanine Lender as an additional insured by paragraph two of the endorsement. The endorsement may be issued simultaneously with or after the Date of the Owner Policy. This endorsement will be available for commercial use only.

The charge for this endorsement shall be 5% of the basic rate for the owner policy of title insurance.

Alta Endorsement Form 17-06 (Access and Entry) (E-9461) (6/17/06)

The Alta 17 endorsement when attached to an Owner's or Lenders Policy insures specific access to and from a physically open street or streets. This endorsement specifically refers to the street providing actual access, and insures the legal right of access along existing curb cuts or entries. The endorsement insures: (1) that the land abuts a named Street, (2) that the Street is physically open and publicly maintained, (3) that the land has actual pedestrian and vehicular access, and (4) that the insured has a right to use existing curb cuts along the abutting Street.

The charge for this endorsement is \$25.00.

Alta Endorsement Form 17.1-06 (Indirect Access and Entry) (E-9462) ( 6/17/06)

The Alta 17.1 endorsement when attached to an Owner's or Lender's Policy insures access via an easement, to a physically open street or streets. The Endorsement insures: (1) that the insured easement provides access to a named Street, (2) that the Street is physically open and publicly maintained, (3) that the easement provides actual pedestrian and vehicular access, and (4) that the insured has a right to use existing curb cuts along the Street abutting the easement.

The charge for this endorsement is \$25.00.

Alta Endorsement Form 18-06 (Single Tax Parcel) (E-9463) (6/17/06)

The Alta 18 endorsement when attached to an Owner's or Lender's Policy insures that the land (consisting of one parcel) is taxed as a separate tax parcel. It insures against loss if the land is taxed as part of a larger parcel or fails to constitute a separate tax parcel. The charge for this endorsement is \$25.00.

Alta Endorsement Form 18.1-06 (Multiple Tax Parcels) (E-9464) (6/17/06)

The Alta 18.1 endorsement when attached to an Owner's or Lender's Policy insures against loss if (1) the parcels are not assessed for real estate tax purposes as the Tax Identification Numbers, (2) the parcels are taxed with any other land, or (3) the easements, if any, described in Schedule A can be cut off by non-payment of real estate taxes or assessments against the servient estate. This endorsement is issued if the land consist only of multiple tax parcels. The charge for this endorsement is \$25.00.

Alta Endorsement Form 19-06 (Contiguity-Multiple Parcels) (E-9465) (6/17/06)

The Alta 19 endorsement when attached to an Owner's or Lender's Policy insures that two or more insured parcels are contiguous along defined lines or boundaries. The endorsement also insures (to the same effect) that there are not gaps separating the insured contiguous boundary lines. The endorsement is issued where the contiguous tracts are insured by the policy. The charge for this endorsement shall be \$25.00.

Alta Endorsement Form 19.1-06 (Contiguity-Single Parcel) (E-9466) (6/17/06)

The Alta 19.1 endorsement when attached to an Owner's or Lender's Policy insures that the insured parcel is contiguous to another, uninsured parcel of land along defined lines or boundaries. The endorsement also insures (to the same effect) that there are not gaps separating the insured parcel and the other, uninsured parcel. Typically, both parcels would be owned by the same owner, but would not have been acquired simultaneously. The endorsement is issued where the land is insured as contiguous to another tract that is not insured. The charge for this endorsement shall be \$25.00.

ALTA Endorsement Form 20-06 (First Loss-Multiple Parcel Transactions) (E-9467)(6/17/06)

The Alta 20 endorsement when attached to a Lender's Policy provides, under certain conditions, that the amount which the insurer shall be liable to pay under the policy shall be determined without requiring maturity of the indebtedness by acceleration or otherwise. An insured lender typically will not suffer a loss under a loan policy unless the loan is in default. On a multi-site loan as described, this could cause a hardship on the borrower and lender where the loan is otherwise in good standing, but for a threatened loss. This endorsement is then used typically on commercial transactions for these types of a multi-site loan.

The charge for this endorsement shall be \$25 for residential property or \$100 for commercial property.

ALTA Endorsement Form 21-06 (Creditor's Rights Endorsement) (E-9468) (6/17/06)



Exclusion 4 of the 1992 ALTA Owner's Policy and Exclusion 7 of the 1992 ALTA Loan Policy are the creditors' rights exclusion. These exclusions exclude liability because the insured transaction is a fraudulent transfer or voidable preference. Many transactions do not create such a risk, such as where the financing is for purchase money or construction on the land, and where the insured mortgage is promptly recorded. In those cases where we conclude the risk is acceptable, we would issue the ALTA Endorsement 21. This endorsement when attached to an Owner's or Loan Policy does insure against a claim that the insured conveyance or mortgage is avoidable as a fraudulent transfer or voidable preference, but does not insure against loss if the insured: (a) new when it acquired any estate, interest, or mortgage shown in Schedule A that the transfer, conveyance, or mortgage was intended to hinder, delay, or defraud any creditor; or (b) is found by a court not to be a transferee or purchaser in good faith.

The charge for this endorsement shall be \$25 for residential property or \$100 for commercial property.

ALTA Endorsements 22(E-9469); 22-06(E-9470) and 22.1(E-9471); 22.1-06(E-9472) 06/17/06)

The new ALTA Endorsements 22 and 22.1 are similar to the CLTA Location Endorsement (116). ALTA Endorsement 22 (Location) insures that a specified improvement, known as a stated street address, is located on the Land at Date of Policy. ALTA Endorsement 22.1 (Location and Map) also insures that the map, if any, attached to the policy correctly shows the location and dimensions of the Land according to the Public Records. The charge for these endorsements will be \$25.00.

ALTA 2006 Owner and Loan Policies O-9401) and M-9402 (06/17/06):

The 2006 Policies were officially adopted by the American Land Title Association on June 17, 2006. These policies have been designed to be more logically organized and precise in wording. We feel that these policies will provide an acceptable, and more favorable product and will provide the insured with superior coverage. There will be no rate change for these policies as we are filing these ALTA 2006 policies at the same basic rate structure as presently approved in your state.

ALTA Short Form Residential Loan Policy (2006) (U-9404) (06/17/06):

The new Short Form Residential Loan Policy One to Four Family was also adopted by the American Land Title Association on June 17, 2006. The policy is an abbreviated short form version of the new 2006 Alta Loan Policy and has all the terms and provisions of this policy. The policy is designed so that certain Alta endorsements forms are either included or may be specified by marking a box on the policy. The changes to the 2006 Alta Short Form Residential Loan Policy are: additional potential endorsements such as the Alta 14-06; 14.1-06; 14.3-06; and 22-06 for Schedule A; On Schedule B, the deletion of exceptions as to taxes not yet due and payable and to survey matters were removed as they were viewed as no longer necessary. The exception relating to covenants, conditions and restrictions concerning environmental matters was amended. There will be no rate change for this policy as we are filing this policy using the same basic loan rate presently approved in your state.

New ALTA Commitments:

The new Alta commitments adopted by the American Land Title on June 17, 2006 are the Alta Commitment Form (6/17/06) (004-UN) and the Alta Plain Language Commitment Form (6/17/06) (245). These commitments should be used when the 2006 Policies will be issued. There is no charge for these forms.

**STEWART TITLE GUARANTY COMPANY**  
**ADDENDUM TO NEBRASKA RATE MANUAL FOR TITLE INSURANCE**  
**SUBMITTED: 12/4/07**  
**Approved: 2/04/08**

**The following addendum will be used to add the rate for the Stewart Residential Loan Policy Schedule A&B as indicated below:**

**Stewart Master Residential Loan Policy Schedule A&B**

These schedules are to be issued with the American Land Title Association Loan Policy (M-9994). Together they are designed to insure only equity loans on the primary residence or secondary residences of the owner/borrower. Coverage under the policy is not available for any first liens or for refinances of first liens on primary residences or secondary residences or any or any other type of property owned by the borrower.

The charges for the policy will be as follows:

\$45.00 for loan amounts up to \$250,000. On Loans amounts over \$250,000.00, the cost will be \$120.00

Addendum Dated: December 4, 2007

**STEWART TITLE GUARANTY COMPANY  
ADDENDUM TO NEBRASKA RATE MANUAL FOR TITLE INSURANCE  
SUBMITTED: 06/24/08  
APPROVED: 07/25/08**

**The following addendum will be used to add the rate for the ALTA Closing Protection Letter –Limitations – 2008 as indicated below:**

**ALTA Closing Protection Letter-Limitations-2008**

This letter is designed for issuance as a blanket or single-transaction letter on real estate transactions, when requested, and provides the covered party with certain protection against fraud, misapplication of funds, or failure to follow written closing instructions by the Agent or Approved Attorney, subject to the provisions contained therein.

The charge for the issuance of this letter shall be \$25.00 which fees can be split 50/50 between the Insurer (Underwriter) and the Issuing Agent.

Stewart Title Guaranty Company

Addendum Dated: June 24, 2008  
Approved As of: July 25, 2008

**STEWART TITLE GUARANTY COMPANY  
ADDENDUM TO THE SCHEDULE OF CHARGES AND FORMS  
FOR THE STATE OF NEBRASKA  
SUBMITTED: 03/12/09  
APPROVED: 04/21/09**

**The following addendum will be used to amend the rate for the Stewart Master Residential Loan Policy Schedules A&B as indicated below:**

**Stewart Master Residential Loan Policy Schedules A&B**

These schedules are to be issued with the American Land Title Association Loan Policy (06/17/06). Together, they are designed to insure only equity loans on the primary residence or secondary residence of the owner/borrower. Coverage under the policy is not available for any first liens or for refinances of first liens on primary residences or secondary residences or any other type of property owned by the borrowers.

The charges for the policy will be as follows:

Range of Liability:	Fee:
Up to \$25,000 of liability written	\$25
Over \$25,001 and up to \$250,000	\$65
Over \$250,001 and up to \$500,000	\$125

**STEWART TITLE GUARANTY COMPANY**  
**ADDENDUM TO THE NEBRASKA RATE MANUAL FOR TITLE INSURANCE**  
**SUBMITTED: 08/27/09**  
**APPROVED: 10/28/09**

The following addendum will be used to add the rate for the Endorsements, Commitment and Modification Guarantee as indicated below:

Endorsements:

**ALTA Endorsement 8.2-06 Commercial Environmental Protection Lien**

The Commercial Environmental Protection Lien endorsement is issued in conjunction with a loan policy and can be used to insure property which is considered commercial type property. It provides assurances that there are no environmental protection liens filed in the local public records or in the federal district court clerk's office that could have priority over the lien of the insured mortgage (unless any such lien is excepted). The charge for this endorsement is \$25.00.

**ALTA Endorsement 17.2-06 Utility Access**

The new ALTA Endorsement 17.2-06 (Utility Access) insures against loss if there is a lack of a right of access to specific utilities or services over, under or upon rights-of-way or easements because of: (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements, (2) a gap between the boundaries of the rights-of-way or easements, or (3) a termination by a grantor, or its successor, of the rights-of-way or easements. The charge for this endorsement is \$25.00.

**ALTA Endorsement 24-06 Doing Business**

The new ALTA Endorsement 24-06 (Doing Business) insures against unenforceability of the lien of the insured mortgage because making the loan violated doing business laws of the state in which the land is located. The charge for this endorsement is \$25.00.

**ALTA Endorsement 25-06 Same As Survey**

The new ALTA Endorsement 25-06 (Same As Survey) insures that the description of the land shown in Schedule A of the policy is the same as the land shown on the mentioned survey. The charge for this endorsement is \$25.00.

**ALTA Endorsement 25.1-06 Same as Portion of Survey**

The new ALTA Endorsement 25.1-06 (Same as Portion of Survey) insures that the description of the land shown in Schedule A of the policy is the same land shown on a defined parcel of the mentioned survey. The charge for this endorsement is \$25.00.

**ALTA Endorsement 26-06 Subdivision**

The new ALTA Endorsement 26-06 (Subdivision) insures against failure of the land to constitute a lawfully created parcel according to the subdivision and local subdivision ordinances. The charge for this endorsement is \$25.00.

### **ALTA Endorsement 27-06 Usury**

The new ALTA Endorsement 27-06 (Usury) is issued only in conjunction with the Loan Policy. The endorsement insures against loss by reason of invalidity or unenforceability of the lien of the insured mortgage resulting from violation of the usury laws of a specific state in effect at the date of the policy. The recommended charge for this endorsement is \$25.00.

### **ALTA Endorsement 28-06 Easement-Damage or Enforced Removal**

The new ALTA Endorsement 28-06 (Easement-Damage or Enforced Removal) provides insurance to a lender against loss in the event that a specific easement holder shall (1) cause damage to a building located on the land at date of policy, or (2) compel the removal or alterations of an existing building located on the land at date of policy. The charge for this endorsement is \$25.00.

### **ALTA Short Form Commitment (10/16/08):**

The ALTA Short Form Commitment adopted October 16, 2008 by the American Land Title Association, may be used when we commit to issue a Short Form Residential Loan Policy or Short Form Expanded Coverage Residential Loan Policy. There is no rate change for this product. The ALTA Short Form Commitment has all the insuring provisions, terms, and conditions of the ALTA Plain Language Commitment (06/17/06).

### **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 Title Guaranty Company for placement or orders for the Modification Guarantee. The Modification Guarantee may be modified and extended by one or more continuations or down dates. The rate for the Modification Guarantee shall be \$150.00. The rate for each continuation or down date shall be \$25.00. The rate shall not include any charges for separate services, including abstracting or search services, or recording, that are provided to institutional lenders.