

**MANUAL OF  
TITLE INSURANCE RATING  
BUREAU OF PENNSYLVANIA**

**150 Strafford Avenue, Suite 215  
P.O. Box 395  
Wayne, Pennsylvania 19087-0395  
Phone: (610) 995-9995  
E-mail: TIRBOP@titlebureaus.com**

**NOTICE**

**THIS RATE MANUAL HAS BEEN APPROVED BY THE  
PENNSYLVANIA INSURANCE DEPARTMENT  
AS AMENDED THROUGH JULY 1, 2012**

**TITLE INSURANCE RATE MANUAL  
COMMONWEALTH OF PENNSYLVANIA**

This Manual sets forth the definitions, general rules, rating systems, coverages, schedule of rates and Charges, and approved policy forms, endorsements and other forms for use by members of and subscribers to the Title Insurance Rating Bureau of Pennsylvania (“TIRBOP”).

TIRBOP is licensed by the Pennsylvania Insurance Department pursuant to Section 741 of The Insurance Company Law of 1921, Act of May 17, 1921, P.L. 682, 40 P.S. § 910-41 (“The Insurance Company Law of 1921”).

This Manual and its contents have been filed with and approved by the Pennsylvania Insurance Department in accordance with The Insurance Company Law of 1921. The provisions of this Manual are binding upon all members and subscribers of TIRBOP and their agents and must be used on and after the effective date hereof unless a specific deviation from this Manual has been filed by an individual member or subscriber company with, and approved by, the Pennsylvania Insurance Department.

MEMBERS OF TIRBOP AS OF THE MOST RECENT AMENDMENT DATE ARE:

American Guaranty Title Insurance Company  
Chicago Title Insurance Company  
Commonwealth Land Title Insurance Company  
Fidelity National Title Insurance Company  
First American Title Insurance Company  
Investors Title Insurance Company  
National Title Insurance Company of New York, Inc.  
North American Title Insurance Company  
Old Republic National Title Insurance Company  
Premier Land Title Insurance Company  
Stewart Title Guaranty Company  
The Security Title Guarantee Corporation of Baltimore  
Title Resources Guaranty Company  
Westcor Land Title Insurance Company

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**10. SUPPLEMENTAL FORMS**

CLOSING SERVICE LETTER - TIRBOP PA CSL (09/14/09)  
TIRBOP - 31 PA Code § 126.1 Waiver of Owner's Title Insurance (01/01/02)



## **1. DEFINITIONS**

- 1.1 “Insured” is the party to whom coverage is extended by the terms of the policy.
- 1.2 “Insurer” is a title insurance company which is a member or subscriber of the Title Insurance Rating Bureau of Pennsylvania. Unless otherwise indicated, “Insurer” includes all who are expressly authorized to act on behalf of the Insurer, including its employees and Agents.
- 1.3 “Agent” is a person, firm, association, corporation, partnership, cooperative or joint stock company expressly authorized by written contract with an Insurer to solicit risks, collect fees, and prepare Commitments and/or title insurance policies on its behalf and certified by the Insurance Department of the Commonwealth of Pennsylvania (“Department”).
- 1.4 “Approved Attorney” is an attorney admitted to practice in Pennsylvania who because of experience and knowledge of real estate law in Pennsylvania is approved by an Insurer and upon whose examination of title and report the Insurer or Agent may issue a policy of title insurance. Such Approved Attorney must take financial responsibility for the search, examination, closing, and the final certification of title to the Insurer or Agent in a real estate transaction. Such Approved Attorney may not also act as an employee of an Insurer, an Agent, or an employee or affiliate of an Agent in a transaction in which he or she acts as an Approved Attorney.
- 1.5 “Commitment”, as used herein, is the agreement of an Insurer to issue its policy or policies of title insurance to a proposed Insured, as owner or mortgagee of an estate or interest in the land described therein, all subject to the provisions set forth in the Schedules and Conditions and Stipulations of said Commitment. The Commitment sets forth the requirements including payment of premium and Charges, that must be complied with prior to the issuance of the policy or policies.
- 1.6 “Charge(s)” used herein means “fee” as defined in Section 701 of The Insurance Company Law of 1921 and includes “premium, examination and settlement or closing fee and every other Charge” provided for in this Manual made by an Insurer, Agent or by Approved Attorney.

## 2. GENERAL RULES

### 2.1 TITLE INSURANCE CHARGE

All Charges for title insurance coverage provided by the approved policies and endorsements must be made as set forth in this Manual.

The Charge(s) set forth in this Manual include transmittal of documents and/or funds by first class U.S. mail, transfer of funds by the issuance of checks, the delivery of documents and checks for recording, and the delivery of documents and checks to the lender, purchaser, creditor and/or other person with an interest in the insured transaction (collectively "Interested Party") by first class U.S. mail and other means chosen by the Insurer or Agent.

The Charge(s) set forth in this Manual do not include the following:

- (a) document preparation, other than the commitment, closing statement and title insurance policy with endorsements;
- (b) government charges for recording documents;
- (c) overnight delivery requested by an Interested Party;
- (d) bank wire transfer of funds requested by an Interested Party; or
- (e) receipt and printing of documents (other than the commitment, closing statement and title insurance policy with endorsements) transmitted electronically by an Interested Party.

### 2.2 CANCELLATION NOTIFICATION

Insurer, upon notification to its applicant, may decline to search, examine, issue its Commitment or insure any title, or to issue any endorsement to a policy. Insurer may, at any time, in its sole discretion, refuse an application or cancel any unclosed application of the applicant, without liability on the part of Insurer.

### 2.3 ADDITIONAL WORK CHARGES

Insurer may impose additional Charges in especially difficult title matters. Insurer may impose additional Charges for examination of title which may involve multiple chains of title, land under water, coal, oil, gas or mineral searches, railroad property searches, land in beds of streets, rights-of-way, driveways, foreclosures, tax sales, proceedings under federal bankruptcy or state insolvency related statutes, or which involve other unusual difficulties or unusual expenditures. There shall be a reasonable relationship between the services performed, expenses incurred and the amount charged by the Insurer or Agent.

These Charges will be filed with the Department each quarter by Insurer. Agents are responsible for the filing of this information with Insurer for inclusion in Insurer's quarterly report which will report on Charges collected both by Insurer and by the Agent under this Section of the Manual.

## 2.4 CHARGES FOR ADDITIONAL COVERAGES

Nothing herein shall prohibit Insurer from charging an additional special fee for affirmative risk coverage(s) not contained in this Manual. These fees will be filed with the Department each quarter by Insurer. Agents are responsible for the filing of this information with Insurer for inclusion in the Insurer's quarterly report which will report on Charges collected both by Insurer and the Agent under this Section.

## 2.5 DELIVERY OF POLICY-LIABILITY

Insurer may withhold delivery of the policy of title insurance and have no liability until all applicable Charges, set forth in this Manual, have been paid in full and all conditions of the Insurer's Commitment satisfied.

## 2.6 PAYMENT OF CHARGES

All Charges made pursuant to this Manual must be paid at the time of closing, unless otherwise agreed to by Insurer or as otherwise set forth in this Manual.

## 2.7 PROHIBITION OF USE OF UNAPPROVED FORMS

No policy, endorsement or other coverage may be issued which varies the terms, conditions, stipulations or exclusions of a policy unless first approved by the Department. Approved policies and endorsements are for use by members and subscribers of TIRBOP as set forth in Sections 8 and 9 of this Manual.

### **3. SUPPLEMENTAL CHARGES**

#### **3.1 CANCELLATION CHARGE**

If application is canceled after the Commitment is issued under Company or Agent Procedure, a minimum Charge of \$100.00 is to be made for such cancellation.

#### **3.2 ESCROW SERVICE CHARGE**

All escrows and escrow services shall be the subject of a written agreement when the Insurer or its Agent holds funds from a settlement or closing for disbursement at some later date. A minimum service Charge of \$25.00 shall be made for the first 6 months and a minimum Charge of \$25.00 shall be made for each year beyond the initial 6 month period for which the funds are held.

#### **3.3 COMMITMENT ISSUED UNDER THE APPROVED ATTORNEY PROCEDURE**

When under the Approved Attorney Procedure an Insurer issues a Commitment, the Charge for same shall be a minimum of \$25.00. The Charge may be applied as a credit toward the applicable rate for title insurance.

#### **3.4 PASS-THROUGH CHARGES**

Search and examination services are included in the Sale Rate and Non-Sale Rate for policies issued under the Company or Agent Procedure. Additional Searches and Certifications may be required in a particular closing. If so, they must comply with the following rules:

(a) The actual fee charged the appropriate party will not exceed the charge made by the issuing governmental agency for the Searches and Certifications shown below.

- (1) Real Estate Tax Searches and/or Certifications.
- (2) Water and Sewer Searches and/or Certifications.
- (3) Municipal Lien Searches and/or Certifications.
- (4) Domestic Relations and Support Lien Searches and/or Certifications.

(b) The actual cost of obtaining certain other Searches and Certifications shown below may be passed on to an Interested Party.

- (1) Corporate Lien Searches.
- (2) Corporate Good Standing Certificates.
- (3) Uniform Commercial Code Searches.
- (4) Condominium, Cooperative and Planned Community Certifications.

### 3.5 CLOSING SERVICE LETTER - TRANSACTION SPECIFIC

This letter, which is limited to a specific transaction, when requested provides (i) a lender secured by a mortgage of an interest in land, its assignees or a warehouse lender, (ii) a purchaser of an interest in land, or (iii) a lessee of an interest in land 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 herein. The Charge for the issuance of the letter(s) shall be \$75.00 per transaction, regardless of the number of letters issued for a specific transaction. The Charge shall be remitted in its entirety to the Insurer (which for purposes of this Section does not include Agent or Approved Attorney). (See Supplemental Form Closing Service Letter - TIRBOP PA CSL (09/14/09))

**4. RESERVED FOR FUTURE USE**

## **5. POLICIES AND RATES**

### **5.1 METHODS OF OPERATION**

- A. “Company or Agent Procedure”. Under this procedure, the Insurer or Agent examines title and handles settlement and issues a Commitment and/or policy.
- B. “Approved Attorney Procedure”. Under this procedure, the Approved Attorney certifies the title to the Insurer or Agent on a preliminary report of title based upon the Approved Attorney’s examination of title. “Examination” for the purpose of this section is the process of abstracting or searching or causing an abstract or search to be made of the appropriate public records for those matters affecting title to a specific parcel of land, examining the results thereof, and reporting such results and conclusions to the Insurer or its Agent in a preliminary report of title. The Insurer or its Agent, in reliance upon such report, may issue a Commitment and the Approved Attorney may conduct a settlement or closing based upon such report and Commitment. Subsequently, the title insurance policy shall be issued by the Insurer or Agent based upon the Approved Attorney’s final certificate of title. In certain cases an Approved Attorney may submit only a final certificate of title to the Insurer or Agent, and based upon such certificate the Insurer or Agent may issue the title insurance policy.
- C. The charge for the search, examination of title and the settlement by the Approved Attorney is not governed by this Manual.

### **5.2 APPLICATION OF RATES UNDER THE COMPANY OR AGENT PROCEDURE**

#### **A. APPLICATION OF SALE RATE**

The Sale Rate is set forth in Section 5.50 A. of the Schedule of Rates – Company or Agent Procedure and applies to all owner’s policies of title insurance issued under the Company or Agent Procedure described in Section 5.1 above. The Sale Rate is to be applied to calculate the Charge for a loan policy of title insurance only in certain situations (as described in this Section 5.2, paragraphs C, D and E).

#### **B. APPLICATION OF NON-SALE RATE**

The Non-Sale Rate is set forth in Section 5.50 B. of the Schedule of Rates – Company or Agent Procedure, and with certain exceptions as hereinafter described, applies to loan policies of title insurance issued under the Company or Agent Procedure, described in Section 5.1 above. Paragraphs C, D and E of this Section 5.2 describe those exceptions where the Sale Rate applies in calculating the Charge for a loan policy of title insurance.

#### **C. SIMULTANEOUS ISSUANCE**

Where owner’s and loan policies are issued simultaneously on the same property, they shall be treated as a single policy for rate calculation purposes. The Charge, including any endorsements priced as a percentage, shall be based on the Sale Rate and applied to the policy with the highest limits.

D. WAIVER OF OWNER'S POLICY

In a transaction involving the purchase of all or a part of the real estate securing a mortgage with said mortgage being simultaneously insured, an owner's policy must be issued unless the new owner has waived, in writing, the purchase of an owner's policy in accordance with Title 31, Pa. Code § 126.1. (See Supplemental Form TIRBOP - 31 PA Code § 126.1 Waiver of Owner's Title Insurance (01/01/02))

When owner's insurance has been waived in accordance with this paragraph, the Charge for the loan policy shall be based on the Sale Rate being applied to the amount of insurance for the loan policy.

E. POSTPONEMENT OF OWNER'S POLICY

When an owner acquires a premises and purchases title insurance and the owner does not grant a mortgage on the premises at the time of the acquisition, at the written request of the Insured Owner, the issuance of an owner's policy may be postponed for a period not to exceed 12 months after the date of recording the deed. If, during the 12 month period, the Insured Owner places a mortgage on the premises, no separate charge other than an additional Charge due for a loan policy in an amount in excess of the owner's policy, if any, shall be charged for the issuance of the owner's and loan policies. However, a work Charge for conducting the loan closing and issuance of an updated title Commitment, if required, may be made which shall not exceed 25% of the Sale Rate for such loan policy. In no event shall the provisions of this Section apply beyond the 12 month period.

F. MORTGAGE FORECLOSURE OR DEED IN LIEU OF FORECLOSURE

If an insured lender desires to purchase an owner's policy when it acquires title to the land by foreclosure or by deed in lieu of foreclosure, the Charge for the owner's policy shall be based on the Sale Rate and the amount of insurance shall not be less than the fair market value of the property as of the time the owner's policy is issued.

G. ENDORSEMENT CHARGES – Multiple Policies & Percentage Endorsements

The Charge for an endorsement shall be made each time an endorsement is attached to a policy regardless of the number of policies issued in a particular transaction; provided, however, a Charge for endorsements priced as a percentage shall only be made once in transactions where multiple loan policies are issued in accordance with 5.5 (D) or (E). The Charges for an endorsement priced as a percentage shall be calculated by applying the specified percentage to the rate applicable to the transaction as determined by this Section 5.2.

H. ENHANCED COVERAGE RESIDENTIAL POLICIES

Whenever Enhanced Coverage Residential Policies are issued, the Charge for said policies shall be calculated in accordance with Section 5.9.



### 5.3 APPLICATION OF RATES UNDER THE APPROVED ATTORNEY PROCEDURE

#### A. APPROVED ATTORNEY RATE

The Approved Attorney Rate, as set forth in Section 5.51 of the Schedule of Rates – Approved Attorney Procedure, applies to all owner’s and loan policies issued under the Approved Attorney Procedure.

#### B. SIMULTANEOUS ISSUANCE

Where a loan policy and owner’s policy are issued simultaneously on the same property, they shall be treated as a single policy. The Charge under the Approved Attorney Procedure shall be based on the policy with the highest limits.

#### C. ENDORSEMENT CHARGES – Multiple Policies & Percentage Charges

The Charge for an endorsement shall be made each time an endorsement is attached to a policy regardless of the number of policies issued in a particular transaction; provided, however, a Charge for endorsements priced as a percentage shall only be made once in transactions where multiple loan policies are issued in accordance with Section 5.5 (D) or (E). The Charge for an endorsement priced as a percentage shall be calculated by applying the specified percentage to the rate which would have been applicable to the transaction under the Company or Agent Procedure set forth in Section 5.2.

#### D. WAIVER OF OWNER’S POLICY

In a transaction involving the purchase of all or a part of the real estate securing the mortgage with said mortgage being simultaneously insured, an owner’s policy must be issued unless the new owner has waived, in writing, the purchase of an owner’s policy in accordance with Title 31, Pa. Code § 126.1. (See Supplemental Form TIRBOP - 31 PA Code § 126.1 Waiver of Owner’s Title Insurance (01/01/02))

When owner’s insurance has been waived in accordance with this paragraph, the Charge for the loan policy shall be based on the amount of insurance for the loan policy.

#### E. POSTPONEMENT OF OWNER’S POLICY

When an owner acquires a premises and purchases title insurance and the owner does not grant a mortgage on the premises at the time of the acquisition, at the written request of the Insured Owner, the issuance of an owner’s policy may be postponed for a period not to exceed 12 months after the date of recording the deed. If, during the 12 month period, the Insured Owner places a mortgage on the premises, no separate charge other than an additional Charge due for a loan policy in an amount in excess of the owner’s policy, if any, shall be charged for the issuance of the owner’s and loan policies. In no event shall the provisions of this Section apply beyond the 12 month period.

F. MORTGAGE FORECLOSURE OR DEED IN LIEU OF FORECLOSURE

If an insured lender desires to purchase an owner's policy when it acquires title to the land by foreclosure or by deed in lieu of foreclosure, the Charge for the owner's policy shall be based on the amount of insurance which shall be not less than the fair market value of the property as of the time the owner's policy is issued.

G. ENHANCED COVERAGE RESIDENTIAL POLICIES

Whenever Enhanced Coverage Residential Policies are issued, the Charge for said policies shall be calculated in accordance with Section 5.9.

5.4 OWNER'S TITLE INSURANCE – DETERMINATION OF AMOUNT OF INSURANCE

- A. An owner's policy issued at the time of the purchase of the property shall be based on the full consideration, including the aggregate unpaid principal sum of any mortgage(s) or other liens, claims, taxes and any other municipal charge not being paid. A policy may be issued in an amount in excess of the full consideration where agreed to by the Insurer and the Insured.
- B. Where an owner desires that an owner's policy be issued after acquisition of title, the rate shall be based upon any amount the owner may request but not less than the present fair market value of the property as of the time the owner's policy is issued.
- C. When an insured lender desires to purchase an owner's policy when it acquires title to the land by foreclosure or by deed in lieu of foreclosure, the Charge shall be based upon the amount of insurance the lender may request but not less than the present fair market value of the property as of the time the owner's policy is issued.

5.5 MORTGAGE LENDER'S TITLE INSURANCE – DETERMINATION OF AMOUNT OF INSURANCE

- A. A loan policy cannot be issued in an amount less than the full principal debt secured by real property unless it is issued in an amount equal to the fair market value of the real property securing the debt. A policy may be issued in an amount in excess of the debt where agreed to by the Insurer and the Insured.
- B. A loan policy insuring a mortgage on a loan which provides for negative amortization may not be issued in an amount less than the maximum principal amount (including interest which may be added to principal) which may be secured by such mortgage.
- C. When a loan policy insures a mortgage of real property, personal property and personal property affixed to the realty, the Charge shall be based on the amount of the mortgage loan attributable to real property and personal property affixed to the realty as certified by the mortgagee.
- D. When separate loan policies are issued simultaneously, insuring two or more mortgages on the same property, there shall be one Charge for all policies which shall be determined by the aggregate liability of the policies.

- E. When more than one loan policy is issued simultaneously to insure multiple properties securing a single loan, the Charge for these policies shall be aggregated and based upon the amount of the loan.

5.6 EXTENSION OR MODIFICATION OF AN INSURED MORTGAGE

- A. Where a mortgage which was previously insured is still in effect, and that mortgage is to be amended by an extension or modification agreement, an endorsement to the existing policy or a new policy may be issued by the same Insurer which covers the extension or modification agreement, after continuation searches have been obtained covering the period from the recording date of the mortgage through the recording date of the extension or modification agreement. The Charge for the issuance of an endorsement to an existing policy or the issuance of a new policy to provide coverage to insure the mortgage as amended by the extension or modification agreement shall be made in accordance with subparagraphs B through D below.

- B. The Charge for a new policy or endorsement to an existing policy issued in conjunction with an extension or modification agreement, that does not increase the unpaid principal balance, shall be calculated on the basis of the unpaid principal balance in accordance with the following rates:

Up to 5 years .....	50% of Non-Sale Rate
Over 5 years to 10 years.....	70% of Non-Sale Rate
Over 10 years .....	100% of Non-Sale Rate

- C. The Charge for a new policy or endorsement to an existing policy issued less than 10 years ago in conjunction with an extension or modification agreement that increases the unpaid principal balance shall be calculated in two steps. First, the Charge for the new policy or endorsement that relates to the unpaid principal balance of the loan immediately prior to the increase shall be calculated as set forth above in paragraph B. Second, the Charge for the new policy or endorsement which relates to the increase in coverage amount, *i.e.*, the difference between the unpaid balance of the loan immediately prior to its increase and the new coverage amount, shall be 80% of the Non-Sale Rate.

Example: On January 1, 2009, owner modifies his mortgage loan (originally created in the amount of \$100,000 on January 1, 2003) by increasing the amount of the loan to \$150,000. The unpaid balance immediately prior to the modification is \$80,000. The Charge for the new policy or endorsement is calculated as follows: 70% of the Non-Sale Rate for \$80,000 of coverage to which is added the difference between (i) 80% of the Non-Sale Rate on an \$80,000 policy and (ii) 80% of the Non-Sale Rate on a \$150,000 policy.

- D. If under a modification agreement, new property(ties) are added, 80% of the Non-Sale Rate shall be charged from dollar one based upon the value of the new property(ties), together with charging the applicable rate under paragraph B of this Section, based upon the unpaid principal balance of the loan. Any increases in the unpaid principal balance of the loan shall be charged the applicable rate under Paragraph C of this Section.

**Example No. 1:** On January 1, 2009, the owner and lender modify the mortgage loan (mortgage originally created in the amount of \$900,000 on January 1, 2005) by adding new property(ties) to the mortgage as collateral, pursuant to a mortgage modification agreement. The new property(ties) have a fair market value of \$200,000. The current unpaid principal balance of the loan secured by the mortgage is \$700,000. The Charge for the new policy or endorsement to the existing policy is calculated as follows:

(i)	80% of Non-Sale Rate on \$200,000.....	\$972.00; to which is added
(ii)	50% of Non-Sale Rate on \$700,000.....	<u>\$1,620.00</u>
	Total Charge:	\$2,592.00

**Example No. 2:** Same facts as Example #1 above and in addition, new monies are loaned in the amount of \$300,000, thereby increasing the unpaid principal balance of the loan to \$1,000,000. The Charge for the new policy or endorsement to the existing policy is calculated in the same manner as Example #1, to which is added \$900 (being the difference between (i) 80% of the Non-Sale Rate on a \$1,000,000 policy and (ii) 80% of the Non-Sale Rate on a \$700,000 policy); thus making for a total Charge of \$3,492.00.

- E. When a new policy is issued in connection with an extension or modification of a previously insured mortgage loan, the original policy must be returned for cancellation.

## 5.7 ASSIGNMENT OF MORTGAGE

- A. When the mortgage being assigned was not previously insured, the Charge for a policy shall be based on the amount of the unpaid principal balance. There is no additional Charge when the mortgage or the assignment of mortgage is part of a single transaction being insured.
- B. When an assignee desires an endorsement to an existing policy changing the name of the Insured only and does not require a change in the effective date of the policy nor require that the assignment be included as an insured instrument, the Charge shall be \$25.00.
- C. Where the Insurer is being asked to insure an assignment of a previously insured mortgage and the assignment of mortgage is being made within 10 years from the date of the execution of the mortgage, the title must be certified down from the date of the recording of the mortgage, through the date of the recording of the assignment. A new policy or endorsement to the existing policy furnishing coverage up to and including the date of recording of the assignment shall be issued for 60% of the Non-Sale Rate provided that it is being issued by the same Insurer which issued the original policy.

5.8 ALTA SHORT FORM RESIDENTIAL LOAN POLICY

- A. This policy insures the lender making a mortgage loan on a 1 to 4 family residence or condominium unit. This policy is an abbreviated short form version of the current ALTA Loan Policy, incorporating all of the terms and provisions of the ALTA Loan Policy, which is designed to be delivered to the lender at closing. This policy contains blanket exceptions to taxes, covenants and restrictions, easements, reservations of minerals or mineral rights, and offers certain affirmative assurances with respect to these exceptions desired by lenders, including certain affirmative assurances with respect to survey matters. This policy also includes an Addendum, which can be used to set forth additional exceptions or to limit the affirmative assurances. This policy is designed so that certain ALTA endorsement forms may be specified, and thus incorporated, by checking appropriate boxes, and making the appropriate endorsement Charge(s) in accordance with this Manual.
- B. The Charge for the ALTA Short Form Residential Loan Policy shall be \$100.00 in addition to the otherwise applicable Charge. When this policy form is used, there can be no separate Charge for TIRBOP Endorsements PA 100 and PA 300.

5.9 ENHANCED COVERAGE RESIDENTIAL POLICIES - Application of Rates for both the Company or Agent Procedure and the Approved Attorney Procedure

A. HOMEOWNER’S POLICY OF TITLE INSURANCE

The ALTA Homeowner’s Policy of Title Insurance (For a One-to-Four Family Residence) (hereinafter the “Homeowner’s Policy”) provides coverage beyond that included in the current ALTA Owner’s Policy. The Homeowner’s Policy may only be issued to a homeowner who will reside in premises improved by a one-to-four family residence.

The Charge for the Homeowner’s Policy is the Charge under the applicable Schedule of Rates in Sections 5.50 and 5.51 for the stated amount of insurance in Schedule A, plus an additional 10% Charge. The additional 10% Charge shall be calculated by applying that percentage to the Sale Rate under Section 5.50 A, notwithstanding that the Charge for the Homeowner’s Policy may have been made under Section 5.51.

**Example under Company or Agent Procedure:**

	Amount of Insurance	Charge	+10%	Charge*
Homeowner’s Policy	\$200,000	\$1,400.00	+ \$140.00 =	\$1,540.00

\*The Charge for this transaction is \$1,540.00, plus the Charge for any endorsements issued with the Homeowner’s Policy.

**Example under the Approved Attorney Procedure:**

	Amount of Insurance	Charge	+10%	Charge*
Homeowner's Policy	\$200,000	\$627.50	+ \$140.00	= \$767.75

\*The Charge for this transaction is \$767.75, plus the Charge for any endorsements issued with the Homeowner's Policy.

**B. EXPANDED COVERAGE RESIDENTIAL LOAN POLICY**

The ALTA Expanded Coverage Residential Loan Policy (For a One-to- Four Family Residence) (hereinafter the "Expanded Coverage Residential Loan Policy") is the companion loan policy to the Homeowner's Policy. This policy may only be issued when the homeowner/borrower resides in premises improved by a one-to-four family residence.

The Charge for the Expanded Coverage Residential Loan Policy is the Charge under the applicable Schedule of Rates in Sections 5.50 B and 5.51 for the stated amount of insurance in Schedule A, plus an additional 10% Charge and a flat endorsement fee of \$200. The additional 10% Charge shall be calculated by applying that percentage to the Non-Sale Rate under Section 5.50 B, notwithstanding that the Charge for the Expanded Coverage Residential Loan Policy may have been made under Section 5.51.

For the above flat endorsement fee of \$200, the Expanded Coverage Residential Loan Policy incorporates the following endorsement coverages within its body by reference without the need to issue endorsements: ALTA Form 4.1-06 (Endorsement PA 810), ALTA Form 5.1-06 (Endorsement PA 820), ALTA Form 6-06 (Endorsement PA 710), ALTA Form 6.2-06 (Endorsement PA 710-6.2), ALTA Form 8.1-06 (Endorsement PA 900), and ALTA Form 9-06 (Endorsement PA 1030).

When this policy form is used, there can be no separate Charge for the endorsements described above or for Endorsement PA 100 and Endorsement PA 300.

**Example under Company or Agent Procedure:**

	Amount of Insurance	Charge	+10%(on Non-Sale Rate)	Charge*
Expanded Coverage Residential Loan Policy	\$200,000	\$1,215.00	+ \$121.50	= \$1,336.50
			+ \$200.00 endorsement fee	<u>200.00</u>
				\$1,536.50

\*The Charge for this transaction is \$1,536.50, plus the Charge for any endorsement issued with the Expanded Coverage Residential Loan Policy not already included in the policy as described above.

**Example under Approved Attorney Procedure:**

	Amount of Insurance	Charge	+10%(on Non-Sale Rate)	Charge*
Expanded Coverage Residential Loan Policy	\$200,000	\$627.50	+ \$121.50 =	\$749.00
			+ \$200.00 endorsement fee	<u>200.00</u>
				\$949.00

\*The Charge for this transaction is \$949.00, plus the Charge for any endorsements issued with the Expanded Coverage Residential Loan Policy not already included in the policy as described above.

**C. SIMULTANEOUS ISSUANCE – Enhanced Coverage Residential Policies**

When a Homeowner’s Policy is being issued, the Enhanced Coverage Residential Loan Policy shall be issued absent contrary instructions from the lender. When the Homeowner’s Policy and the Expanded Coverage Residential Loan Policy (collectively, hereinafter the “Enhanced Coverage Residential Policies”) are simultaneously issued on the same property, they shall be treated as a single policy.

The Charge is the Charge under the applicable Schedule of Rates in Section 5.50 A or 5.51 for the policy with the highest limits, plus an additional 10% Charge and a flat endorsement fee of \$200.00. This additional 10% Charge is calculated by applying that percentage to the Sale Rate under Section 5.50 A, notwithstanding that the Charge for the Enhanced Coverage Residential Policies may have been made under Section 5.51.

**Example under Company or Agent Procedure:**

	Amount of Insurance	Charge	+10%(on Sale Rate)	Charge*
Homeowner’s Policy	\$200,000	\$1,400.00	+ \$140.00 =	\$1,540.00
Expanded Coverage Residential Loan Policy	\$175,000		+\$200 (endorsement fee)	<u>200.00</u>
				\$1,740.00

\*The Charge for this transaction is \$1,740.00, plus the Charge for any endorsements issued with the Homeowner’s Policy or with the Expanded Coverage Residential Loan Policy that are not already included in the policy per Section 5.9 B above.

**Example under Approved Attorney Procedure:**

	Amount of Insurance	Charge	+10% (on Sale Rate)	Charge*
Homeowner’s Policy	\$200,000	\$627.50	+ \$140.00 =	\$767.50
Expanded Coverage Residential Loan Policy	\$175,000		+\$200 (endorsement fee)	<u>200.00</u>
				\$967.50

\*The Charge for this transaction is \$967.50, plus the Charge for any endorsements issued with the Homeowner's Policy and for any endorsements issued with the Expanded Coverage Residential Loan Policy that are not already included in the policy(ies) per Section 5.9 B above.

**D. SIMULTANEOUS ISSUANCE – Expanded Coverage Residential Loan Policy issued with 2006 ALTA Owner's Policy**

When an Expanded Coverage Residential Loan Policy is issued simultaneously with the 2006 ALTA Owners Policy, they shall be treated as a single policy. The Charge is the Charge under the applicable Schedule of Rates in Section 5.50 A or 5.51 and shall be based on for the policy with the highest limits, plus an additional 10% Charge and any endorsement Charges for the Owner's Policy calculated in accordance with Section 5.2. This additional 10% Charge shall be calculated by applying that percentage to the Sale Rate for the owner's policy limit under Section 5.50 A. In the event that the calculated Charge for the Expanded Coverage Residential Loan Policy exceeds the Charge for the issuance of the current ALTA Owner's Policy, the Charge shall be based upon the Expanded Coverage Residential Loan Policy, together with the flat endorsement fee of \$200.00 (see Example No. 2 below).

**Example No. 1:**

	Amount of Insurance	Charge	+10% (On Sale Rate)	Charge*
2006 ALTA Owner's Policy -	\$200,000.00	\$1,400.00	\$140.00	= \$1,540.00
Enhanced Coverage Residential Loan Policy -	\$150,000.00	<u>\$1,002.50</u>		

\*Since the \$1,540.00 is greater than the \$1,002.50, the Charge for this transaction is \$1,540.00, plus the Charges for any endorsements issued with the Expanded Coverage Residential Loan Policy and the Owner's Policy..

**Example No. 2:**

	Amount of Insurance	Charge	+10% (On Sale Rate)	Charge*
2006 ALTA Owner's Policy -	\$200,000.00	\$1,400.00	\$140.00	= \$1,540.00
Enhanced Coverage Residential Loan Policy -	\$190,000.00	\$1,172.50		

\*Since the \$1,540.00 is greater than the \$1,172.50, the Charge for this transaction is \$1540.00, plus the Charges for any endorsements issued with the Expanded Coverage Residential Loan Policy and the Owner's Policy.



E. **SIMULTANEOUS ISSUANCE – Homeowner’s Policy Issued with 2006 ALTA Loan Policy**

When a Homeowner’s Policy is being issued, the Enhanced Coverage Residential Loan Policy shall be issued absent contrary instructions from the lender.

When the Homeowner’s Policy and the 2006 ALTA Loan Policy are simultaneously issued on the same property on the instructions from the lender, they shall be treated as a single policy. The Charge is the Charge under the applicable Schedule of Rates in Section 5.50 A or 5.51 and shall be based on the policy with the highest limits, plus an additional 10% Charge and any endorsement Charges for the 2006 ALTA Loan Policy to be calculated in accordance with Section 5.2. The additional 10% Charge is calculated by applying that percentage to the Sale Rate under Section 5.50 A to the amount of the Homeowner’s policy, notwithstanding that the Charge for the Homeowner’s Policy may have been made under Section 5.51.

**Example under Company or Agent Procedure:**

	Amount of Insurance	Charge	+10% (on Sale Rate)	=	Charge*
Homeowner’s Policy	\$200,000	\$1,400.00	+ \$140.00	=	\$1,540.00
2006 ALTA Loan Policy	\$175,000				

\*The Charge for this transaction is \$1,540.00, plus the Charge for any endorsements issued with the Homeowner’s Policy or with the 2006 ALTA Loan Policy.

**Example under Approved Attorney Procedure:**

	Amount of Insurance	Charge	+10% (on Sale Rate)	=	Charge*
Homeowner’s Policy	\$200,000	\$627.50	+140.00	=	\$767.50
2006 ALTA Loan Policy	\$175,000				

\*The Charge for this transaction is \$767.50, plus the Charge for any endorsements issued with the Homeowner’s Policy or with the 2006 ALTA Loan Policy.

F. **WAIVER OF OWNER’S POLICY**

In a transaction involving the purchase of all or part of the real estate securing a mortgage with said mortgage, and the lender requires the Enhanced Coverage Residential Loan Policy, the Homeowner’s Policy shall be issued unless the new owner has waived, in writing, the purchase of an owner’s policy in accordance with 31 Pa. Code §126.1. (See Supplemental Form TIRBOP - 31 Pa. Code §126.1 Waiver of Owner’s Title Insurance (01/01/02)).

When owner's insurance has been waived in accordance with this Section, the Charge for the loan policy under the Company or Agent Procedure shall be based on the Sale Rate being applied to the amount of insurance for the loan policy. The Charge for the loan policy under the Approved Attorney Procedure shall be based on the Approved Attorney Rate being applied to the amount of insurance for the loan policy.

In addition, under either the Company or Agent Procedure or the Approved Attorney Procedure, whichever is applicable, there shall be an additional 10% Charge, calculated by applying that percentage to the Sale Rate under Section 5.50 A, notwithstanding that the Charge for the loan policy may have been calculated under Section 5.51.

**Example under Company or Agent Procedure:**

**Facts:** The purchaser has waived, in writing, owner's title insurance as set forth above. The purchase price is \$200,000 and the purchaser is simultaneously creating a mortgage in the amount of \$175,000.

	Amount of Insurance	Charge	+10%(on Sale Rate)	Charge*
Expanded Coverage Residential Loan Policy	\$175,000	\$1,275.00	\$127.50	= \$1,402.50

\*The Charge for this transaction is \$1,402.50, plus the Charge for any endorsements issued with the Enhanced Coverage Residential Loan Policy.

**Example under the Approved Attorney Procedure**

**Facts:** The purchaser has waived, in writing, owner's title insurance as set forth above. The purchase price is \$200,000 and the purchaser is simultaneously creating a mortgage in the amount of \$175,000.

	Amount of Insurance	Charge	+10% (on Sale Rate)	Charge*
Expanded Coverage Residential Loan Policy	\$175,000	\$558.75	\$127.50	= \$686.25

\*The Charge for this transaction is \$686.25, plus the Charge for any endorsements issued with the Enhanced Coverage Residential Loan Policy.

G.. APPROVED ATTORNEY PROCEDURE - Calculation of Additional 10% Charge

Whenever an Enhanced Coverage Residential Policy is issued under the Approved Attorney Procedure, the additional 10% charge is calculated in accordance with Sections 5.9 A through F above, notwithstanding the fact that the Charge for the Enhanced Coverage Residential Loan Policy is made under the Approved Attorney Procedure.

#### H. SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY

The ALTA Short Form Expanded Coverage Residential Loan Policy is an abbreviated short form version of the current Expanded Coverage Residential Loan Policy, incorporating all of the terms and provisions of said policy, which is designed to be delivered to the lender at closing. The Charge for the issuance of this policy shall be the same as the Expanded Coverage Residential Loan Policy as described in this Section.

#### I. POSTPONEMENT OF OWNER'S POLICY NOT ALLOWED

The provisions contained in Sections 5.2 E and 5.3 E, relating to the postponement of an owner's policy do not apply to the Enhanced Coverage Residential Policies.

### 5.10 LEASEHOLD TITLE INSURANCE

- A. Leasehold title insurance is provided by attaching Endorsement PA 1130 to the ALTA Owner's Policy of Title Insurance, as modified by TIRBOP (06/17/06) or by attaching Endorsement PA 1140 to the ALTA Loan Policy of Title Insurance, as modified by TIRBOP. There is no charge for these endorsements.
- B. The Charge for the issuance of an owner's policy with Endorsement PA 1130 attached or the issuance of a loan policy with Endorsement PA 1140 attached shall be the same Charge for the issuance of a policy insuring a fee simple estate under this Manual.
- C. Where an owner's policy and loan policy are issued simultaneously on the same property with Endorsements PA 1130 and PA 1140 respectively attached, they shall be treated as a single policy and the Charge shall be based on the policy with the highest limits.
- D. Where a leasehold interest is to be insured simultaneously with the interest of an owner and/or mortgagee of the fee simple estate, the Charge shall be the applicable rate for owner and/or mortgagee plus 30% of the applicable Charge for the leasehold interest. The Charge for any insurance in excess of the face amount of such owner's and/or loan policy shall be determined under the applicable Schedule of Rates in Sections 5.50 and 5.51.

E. DETERMINATION OF AMOUNT

When title insurance is issued for a leasehold estate by the issuance of an owner's policy and/or loan policy with Endorsement PA 1130 and/or Endorsement PA 1140 attached, the amount of insurance shall be equal to:

- (1) the aggregate of the total rentals payable under the lease; or
- (2) the aggregate of the total rents for the 6 years immediately following the settlement or closing of the lease transaction; or
- (3) a reasonable statement of estimated rents on percentage leases; or
- (4) the appraised value at the time of insuring the premises as established by an appraiser acceptable to the Insurer; or
- (5) the land and total projected costs of such proposed improvements in the case of proposed construction; or
- (6) the purchase price of the estate when insuring an assignment of a leasehold estate, including all obligations assumed.

5.11 MECHANICS' LIEN INSURANCE

If it can be shown by reason of construction which has or is to occur that a statutory lien for labor or material may gain priority over the instrument being insured, an additional Charge shall be made as follows:

A. New Construction.

The minimum Charge for insurance covering unfilled mechanics' and materialmen's liens when improvements have been completed or new construction commenced within the statutory period prior to issuance of the policy shall be as follows:

- 1/2 of 1% of the amount of the policy up to and including \$50,000
- 1/4 of 1% of the amount of the policy on the excess over \$50,000 up to and including \$2,000,000
- 1/8 of 1% of the amount of the policy on the excess over \$2,000,000.

B. Alterations and Repairs.

The Charge for insurance covering mechanics' liens based on alterations and repairs shall be computed on the basis referred to in Paragraph A above on the cost of repairs or the amount of insurance, whichever shall be less.

C. Waiver of Charge.

The Insurer reserves the right to waive such additional Charge when, in its opinion, based upon the protective devices and procedures used in the transaction, the risk involved does not warrant payment thereof.

5.12 CO-INSURANCE - BASIS FOR CALCULATING CHARGE

In a transaction where the total liability is assumed by two or more Insurers with the liability being divided between the Insurers from the first dollar, the Charge for the liability assumed by each Insurer shall be calculated as though each Insurer was the primary insurer from the first dollar of its liability based upon the amount of liability assumed.

5.13 SHERIFF'S DISTRIBUTION POLICY

The Charge for Insurance under this Section shall be:

A. Fund Created at a Judicial Sale Other Than a Tax Sale

For distribution in amounts up to \$2,000.....\$125.00

For amounts over \$2,000:

\$2,001 to \$15,000 inclusive ..... add \$5.00 per .....\$1,000

\$15,001 to \$30,000 inclusive ..... add \$4.50 per .....\$1,000

\$30,001 to \$50,000 inclusive ..... add \$4.00 per .....\$1,000

\$50,001 to \$100,000 inclusive ..... add \$3.50 per .....\$1,000

\$100,001 to \$500,000 inclusive..... add \$3.00 per .....\$1,000

\$500,001 to \$1,000,000 inclusive ..... add \$2.50 per .....\$1,000

\$1,000,001 to \$2,000,000 inclusive ..... add \$2.00 per .....\$1,000

\$2,000,001 and over..... add \$1.25 per .....\$1,000

For each distribution endorsement.....\$25.00

B. Fund created at a tax sale for distribution of the entire fund.....\$200.00

5.14 RECORD OWNER AND LIEN CERTIFICATE

The basic liability hereunder shall be \$2,000.00. The Charge for the certificate which gives information about the state of title of the record owner shall be \$250.00 per chain of title. Insurer in its discretion may increase the liability limit, applying the Sale Rate for the amount of increased liability.

5.50 SCHEDULE OF RATES -  
COMPANY OR AGENT  
PROCEDURE

A. The Sale Rate Charge shall be:

<u>UNIT OF INSURANCE OR FRACTION THEREOF</u>	<u>SALE RATE</u>
\$ 0 to \$30,000	\$500.00
\$30,001 to \$45,000 Add per 1,000	\$6.50
\$45,001 to \$100,000 Add per 1,000	\$5.50
\$100,001 to \$500,000 Add per 1,000	\$5.00
\$500,001 to \$1,000,000 Add per 1,000	\$4.00
\$1,000,001 to \$2,000,000 Add per 1,000	\$3.00
\$2,000,001 to \$7,000,000 Add per 1,000	\$2.00
\$7,000,001 to \$30,000,000 Add per 1,000	\$1.50
\$30,000,000 and above	\$1.25

B. The Non-Sale Rate Charge shall be:

<u>UNIT OF INSURANCE OR FRACTION THEREOF</u>	<u>NON-SALE RATE</u>
\$ 0 to \$30,000	\$450.00
\$30,001 to \$45,000 Add per 1,000	\$5.25
\$45,001 to \$100,000 Add per 1,000	\$4.75
\$100,001 to \$500,000 Add per 1,000	\$4.25
\$500,001 to \$1,000,000 Add per 1,000	\$3.75
\$1,000,001 to \$2,000,000 Add per 1,000	\$2.75
\$2,000,001 to \$7,000,000 Add per 1,000	\$1.75
\$7,000,001 to \$30,000,000 Add per 1,000	\$1.50
\$30,000,000 and above	\$1.25

5.51 SCHEDULE OF RATES - APPROVED ATTORNEY PROCEDURE

The Approved Attorney Rate Charge shall be:

UNIT OF INSURANCE  
OR  
FRACTION THEREOF

\$ 0 to \$30,000.....	\$125.00
\$30,001 to \$100,000.....	add \$3.25 per \$1,000 or fraction thereof
\$100,001 to \$500,000.....	add \$2.75 per \$1,000 or fraction thereof
\$500,001 to \$1,000,000.....	add \$2.50 per \$1,000 or fraction thereof
\$1,000,001 to \$2,000,000.....	add \$2.25 per \$1,000 or fraction thereof
\$2,000,001 to \$7,000,000.....	add \$2.00 per \$1,000 or fraction thereof
\$7,000,001 and above.....	add \$1.50 per \$1,000 or fraction thereof

**6. ENDORSEMENTS AND RATES**

6.1 TIRBOP - ENDORSEMENT PA 100 - WHERE THERE IS NO APPARENT VIOLATION OF RESTRICTIONS BY EXISTING CONSTRUCTION (Rev'd 04/01/07)

Loan Policy Only

This endorsement insures that the restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title. The Charge for this endorsement is \$50.00.

6.2 TIRBOP - ENDORSEMENT PA 101 - WHERE RESTRICTIONS APPEAR TO BE VIOLATED BY EXISTING CONSTRUCTION (Rev'd 04/01/07)

Owner's and/or Loan Policy

This endorsement insures against loss or damage (loss of income or profit excluded) occasioned by the enforcement or attempted enforcement of said restrictions to remove the whole or any portion of the improvements now on the premises and/or to collect money damages in lieu thereof. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$75.00.

6.3 TIRBOP - ENDORSEMENT PA 102 - WHERE PROPOSED NEW CONSTRUCTION DOES NOT INDICATE THAT RESTRICTIONS WILL BE VIOLATED (Rev'd 04/01/07)

Owner's and/or Loan Policy

This endorsement insures that existing and/or presently contemplated construction on the described real estate will not violate the covenants, conditions and restrictions referred to in Schedule "B" of the title insurance policy. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$75.00.

6.4 TIRBOP - ENDORSEMENT PA 103 - WHERE PROPOSED CONSTRUCTION WILL APPARENTLY VIOLATE RESTRICTIONS (Rev'd 04/01/07)

Owner's and/or Loan Policy

This endorsement insures that the proposed new construction completed in strict accordance with plans and specifications filed with the Insurer will not violate the restrictions set forth in Schedule "B" of the policy, except to the extent set out on the endorsement. Thereafter, the policy will insure against loss or damage (loss of income or profit excluded) occasioned by the enforcement or attempted enforcement of said restrictions to require the removal of the whole or any portion of the improvements, then on the premises or proposed to be constructed in accordance with the said plans and specifications and/or collect money damages in lieu thereof.

The Charge for this endorsement shall be as follows:

- \$10.00 per \$1,000 for the initial \$500,000 of coverage
- \$5.00 per \$1,000 for the next \$500,000 of coverage
- \$2.50 per \$1,000 for the next \$1,000,000 of coverage
- \$1.25 per \$1,000 for the excess over \$2,000,000



6.5 TIRBOP - ENDORSEMENT PA 104 - WHERE THERE IS NO APPARENT VIOLATION OF RESTRICTIONS BY EXISTING CONSTRUCTION (Rev'd 04/01/07)

Owner's Policy Only

This endorsement offers the same coverage to an owner or lessee as TIRBOP Endorsement PA 100 offers to a mortgagee. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$75.00.

6.6 TIRBOP - ENDORSEMENT PA 300 - SURVEY EXCEPTION (Rev'd 10/01/08)

Loan Policy Only

This endorsement has the effect of insuring without exception for matters discoverable by survey (except as might be specifically noted) and will further insure against loss or damage by reason of encroachment (other than by party walls), whether by the building on the mortgaged premises encroaching upon adjacent property, or by any building on adjacent property encroaching on the mortgaged premises. The Charge for this endorsement is \$50.00.

6.7 TIRBOP - ENDORSEMENT PA 301 - SURVEY EXCEPTION (Rev'd 10/01/08)

Owner's Policy Only

This endorsement offers the same coverage to an owner or lessee as TIRBOP Endorsement PA 300 offers to a mortgagee. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2, with a minimum Charge of \$75.00.

6.8 TIRBOP - ENDORSEMENT PA 400 - (ALTA ENDORSEMENT 7-06) - MANUFACTURED HOUSING UNIT (04/01/07)

Owner's Policy and/or Loan Policy

This endorsement amends the definition of "land" in the policy to include a manufactured housing unit located on the land on the date of the policy. The Charge for this endorsement is \$50.00.

6.9 TIRBOP - ENDORSEMENT PA 500 - (ALTA ENDORSEMENT 11-06 as modified by TIRBOP) - MORTGAGE MODIFICATION (04/01/07)

Loan Policy Only

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 is set forth in Section 5.6 of this Manual.

6.10 RESERVED FOR FUTURE USE

6.11 TIRBOP - ENDORSEMENT PA 710 (ALTA ENDORSEMENT 6-06) - VARIABLE RATE (04/01/07)

Loan Policy Only

Where required by a mortgagee, an Insurer may provide coverage under this endorsement to insure the priority of the lien of a mortgage that can by its terms be renegotiated as to its rate of interest. This coverage insures the priority of the lien through any number of renegotiated interest terms. The Charge for this endorsement is \$50.00.

- 6.12 TIRBOP - ENDORSEMENT PA 710-6.2 (ALTA ENDORSEMENT 6.2-06) VARIABLE RATE, NEGATIVE AMORTIZATION (04/01/07)

Loan Policy Only

Where required by a mortgagee, an Insurer may provide coverage under this endorsement to insure the priority of the lien of a mortgage that can by its terms be renegotiated as to its rate of interest. This coverage insures the priority of the lien through any number of renegotiated interest terms, including negative amortization. The Charge for this endorsement is \$50.00.

- 6.13 TIRBOP - ENDORSEMENT PA 810 (ALTA ENDORSEMENT 4.1-06) - CONDOMINIUM ENDORSEMENT UNDER PA UNIFORM CONDOMINIUM ACT (04/01/07)

Owner's and/or Loan Policy

This endorsement affords multiple forms of coverage with respect to the Condominium Regime and Documentation, when affixed to a policy in which the insured land is a condominium unit together with its percentage interest in the common elements. The Charge for this endorsement is \$50.00.

- 6.14 TIRBOP - ENDORSEMENT PA 820 (ALTA ENDORSEMENT 5.1-06) - PLANNED UNIT DEVELOPMENT (04/01/07)

Owner's and/or Loan Policy

This endorsement affords multiple forms of coverage with respect to the Planned Unit Development Regime and Documentation, when affixed to a policy in which the insured land is a Planned Unit Development. The Charge for this endorsement is \$50.00.

- 6.15 TIRBOP - ENDORSEMENT PA 900 (ALTA ENDORSEMENT 8.1-06) - ENVIRONMENTAL PROTECTION LIEN (04/01/07)

Loan Policy Only (Primarily Residential Property)

This endorsement provides coverage to a lender by insuring the lien priority of the insured mortgage over those environmental protection liens recorded in the land records except with respect to environmental protection liens provided for by certain statutes identified in the endorsement. The Charge for this endorsement is \$50.00.

- 6.16 TIRBOP - ENDORSEMENT PA 910 - ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT (04/01/07)

Loan Policy Only (Non-Residential Property)

This endorsement provides coverage to a lender by insuring the lien priority of the insured mortgage over those environmental protection liens recorded in the land records. The Charge for this endorsement is \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

6.17 TIRBOP - ENDORSEMENT PA 1000 - MANDATORY ADVANCE (Rev'd 04/01/07)

Loan Policy Only

This endorsement provides limited insurance for loan advances, such as in a construction mortgage disbursement made subsequent to the date of the policy. Such advances must be made pursuant to the terms of the Loan Agreement and at all times during which the "Vestee" (person who is vested with title ownership of the land secured by the mortgage at the date of the policy) is the owner of the property. The endorsement insures the lien priority of such advances. The Charge for this endorsement is \$50.00.

6.18 TIRBOP - ENDORSEMENT PA 1010 - REVOLVING LINE OF CREDIT/OPEN END MORTGAGE (Rev'd 04/01/07)

Loan Policy Only

This endorsement provides limited insurance for mandatory loan advances made pursuant to a mortgage that qualifies as an "Open End Mortgage" by statute. Such advances must be made pursuant to the loan agreement and subject to the requirements of the statute and at all times during which the "Vestee" (person who is vested with title ownership of the land secured by the mortgage at the date of the policy) is the owner of the property. The endorsement insures the lien priority of such advances. The Charge for this endorsement is \$50.00 when issued in connection with a policy on a 1 to 4 family residential property; when issued in connection with other property, the Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$50.00.

6.19 TIRBOP - ENDORSEMENT PA 1015 - OPEN END MORTGAGE/CONSTRUCTION (Rev'd 04/01/07)

Loan Policy Only

This endorsement provides limited insurance for construction loan advances made pursuant to a mortgage that qualifies as an "Open End Mortgage" by statute. Such advances must be made to pay toward or to provide funds to the mortgagor to pay toward all or part of the costs of completing any erection, construction, alteration, or repair of any part of the mortgaged premises which is the statutory requirement and made at all times during which the mortgagor of the insured mortgage is still the owner of the estate or interest covered by the policy. The endorsement insures the lien priority of such advances. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$50.00.

6.20 TIRBOP - ENDORSEMENT PA 1020 - FNMA BALLOON (Rev'd 04/01/07)

Loan Policy Only

This endorsement insures a lender against the invalidity or unenforceability or loss of priority of the insured mortgage resulting from provisions which provide for a conditional right to refinance and a change in the rate of interest as set forth in the mortgage. The Charge for this endorsement is \$50.00.

- 6.21 TIRBOP - ENDORSEMENT PA 1030 (ALTA ENDORSEMENT 9-06) - SPECIAL RISKS (RESTRICTIONS, ENCROACHMENTS, MINERALS) (04/01/07)

Loan Policy Only

This endorsement offers the lender a variety of additional affirmative coverages including, but not limited to, insurance that there are no covenants, conditions or restrictions under which the lien of the mortgage can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired; insurance against present violations of covenants, conditions or restrictions; and insurance against encroachments and against damage to existing improvements which encroach upon easement areas or damage resulting from the right to use the surface of the land for the extraction of minerals. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$75.00.

- 6.22 TIRBOP - ENDORSEMENT PA 1031 - (ALTA ENDORSEMENT 9.1-06) UNIMPROVED LAND (RESTRICTIONS, ENCROACHMENTS, MINERALS) (04/01/07)

Owner's Policy Only

This endorsement offers the Insured a variety of additional affirmative coverages including, but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to buildings constructed on the land after the date of the policy from the exercise of the right to extract or develop minerals. The Charge for the endorsement is 20%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 10%, calculated in accordance with Section 5.2, with a minimum Charge is \$75.00.

- 6.23 TIRBOP - ENDORSEMENT PA 1032 - (ALTA ENDORSEMENT 9.2-06) IMPROVED LAND (RESTRICTIONS, ENCROACHMENTS, MINERALS) (04/01/07)

Owner's Policy Only

This endorsement offers the Insured a variety of additional affirmative coverages including but not limited to, insurance that there are no present violations on the land of covenants, conditions, restrictions or statutory setback requirements; insurance that there are no encroachments onto the land from adjoining land; insurance that there are no notices of environmental violation recorded; and insurance against damage to existing buildings resulting from the exercise of a right of easement or a right to extract or develop minerals. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2, unless it is issued with TIRBOP Endorsement PA 301 in which case it will be priced at 10%, calculated in accordance with Section 5.2, with a minimum Charge is \$75.00.

- 6.24 RESERVED FOR FUTURE USE

- 6.25 RESERVED FOR FUTURE USE

6.26 TIRBOP - ENDORSEMENT PA 1070 - GENERAL ENDORSEMENT (Rev'd 04/01/07)

This endorsement is to be used only for purposes of correcting and/or amending previously issued policies or for granting affirmative coverage not otherwise covered by the other endorsements set forth in this Manual.

This endorsement may not be used to provide the following coverages: Truth-in-Lending; Zoning; Creditors Rights; Doing Business; Usury; Tie-In Interstate; or Subdivision.

6.27 TIRBOP - ENDORSEMENT PA 1080 - ABBREVIATED FORM ENDORSEMENT(S) (Rev'd 10/01/08)

Loan Policy Only

This endorsement incorporates by reference nine (9) other endorsements, and one (1) optional additional endorsement, contained in this Manual. The sequence for listing these endorsements is at the discretion of the companies. Each of the referenced endorsements, as requested by the lender, can be checked in the appropriate block. The Charge for each endorsement so checked shall be made in accordance with this Manual. There is no other Charge to be made for the use of this endorsement.

6.28 RESERVED FOR FUTURE USE

6.29 TIRBOP - ENDORSEMENT PA 1100 - WAIVER OF ARBITRATION (Rev'd 04/01/07)

Loan Policy Only

This endorsement amends the ALTA Loan Policy by deleting Paragraph 13 of the Conditions and Stipulations Section of the policy, relating to arbitration. The Charge for this endorsement is \$100.00

6.30 TIRBOP - ENDORSEMENT PA 1110 (ALTA ENDORSEMENT 20-06 - FIRST LOSS - MULTIPLE PARCEL TRANSACTIONS (04/01/07)

Loan Policy Only

This endorsement 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. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, with a minimum Charge of \$500.00.

6.31 RESERVED FOR FUTURE USE

6.32 TIRBOP - ENDORSEMENT PA 1130 - (ALTA ENDORSEMENT 13-06) LEASEHOLD OWNERS (04/01/07)

Owner Policy Only

This endorsement may only be issued at the time of the issuance of the ALTA Owner's Policy. The endorsement sets forth how the leasehold estate is valued for purposes of a loss under the policy and the items covered by the issuance of the endorsement. The Charge for this endorsement, together with the ALTA Owner's Policy, is set forth in Section 5.10.

- 6.33 TIRBOP - ENDORSEMENT PA 1140 - (ALTA ENDORSEMENT 13.1-06)  
LEASEHOLD LOAN (04/01/07)

Loan Policy Only

This endorsement may only be issued at the time of the issuance of the ALTA Loan Policy. The endorsement sets forth how the leasehold estate is valued for purposes of a loss under the policy and the items covered by the issuance of the endorsement. The Charge for this endorsement, together with the ALTA Loan Policy, is set forth in Section 5.10.

- 6.34 TIRBOP - ENDORSEMENT PA 1150 - (ALTA ENDORSEMENT 14.2-06)  
FUTURE ADVANCE - LETTER OF CREDIT (10/01/08)

Loan Policy Only

This endorsement provides limited insurance for loan advances made pursuant to a letter of credit, surety agreement or reimbursement agreement. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.35 TIRBOP - ENDORSEMENT 1160 (ALTA ENDORSEMENT 15-06)  
NONIMPUTATION - FULL EQUITY TRANSFER (10/01/08)

Owner's Policy Only

This endorsement insures that the Insurer will not deny liability to certain incoming parties (in a full equity transfer) as a result of the Insured having knowledge imputed to it in partnership, corporate, or limited liability company transactions. This endorsement may only be issued with a simultaneously issued Owner's policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.36 TIRBOP - ENDORSEMENT 1170 - (ALTA ENDORSEMENT 15.1-06)  
NONIMPUTATION - ADDITIONAL INSURED (10/01/08)

Owner's Policy Only

This endorsement insures that the Insurer will not deny liability to certain incoming parties (additional insureds) as a result of the Insured having knowledge imputed to it in partnership, corporate, or limited liability company transactions. This endorsement may be issued subsequent to the issuance of the Owner's policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.37 TIRBOP - ENDORSEMENT 1180 - (ALTA ENDORSEMENT 15.2-06)NONIMPUTATION - PARTIAL EQUITY TRANSFER (10/01/08)

Owner's Policy Only

This endorsement insures that the Insurer will not deny liability to certain incoming parties (in a partial equity transfer) as a result of the Insured having knowledge imputed to it in partnership, corporate, or limited liability company transactions. This endorsement may only be issued with a simultaneously issued Owner's policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.38 TIRBOP - ENDORSEMENT 1190 - (ALTA ENDORSEMENT 16-06) MEZZANINE FINANCING (04/01/07)

Owner's Policy Only

This endorsement provides certain coverages to a mezzanine lender under an Owner's policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.39 TIRBOP - ENDORSEMENT 1200 - (ALTA ENDORSEMENT 17-06) ACCESS AND ENTRY (04/01/07)

Loan Policy Only

This endorsement provides coverage to a lender with regard to vehicular and pedestrian access to the insured property. The Charge for this endorsement is \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.40 TIRBOP - ENDORSEMENT 1201 - (ALTA ENDORSEMENT 17-06) ACCESS AND ENTRY (04/01/07)

Owner's Policy Only

This endorsement provides coverage to an owner with regard to vehicular and pedestrian access to the insured property. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.41 TIRBOP - ENDORSEMENT PA 1210 - (ALTA ENDORSEMENT 17.1-06) INDIRECT ACCESS AND ENTRY (04/01/07)

Loan Policy Only

This endorsement provides coverage to a lender with regard to vehicular and pedestrian access indirectly to the insured property. The Charge for this endorsement is \$250.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.42 TIRBOP - ENDORSEMENT PA 1211 - (ALTA ENDORSEMENT 17.1-06)  
INDIRECT ACCESS AND ENTRY (04/01/07)

Owner's Policy Only

This endorsement provides coverage to an owner with regard to vehicular and pedestrian access indirectly to the insured property. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.43 TIRBOP - ENDORSEMENT PA 1220 - (ALTA ENDORSEMENT 14.3-06)  
FUTURE ADVANCE - REVERSE MORTGAGE (10/01/08)

Loan Policy Only

This endorsement provides coverage to a lender in conjunction with a reverse annuity mortgage. The Charge for this endorsement is \$50.00.

- 6.44 TIRBOP - ENDORSEMENT PA 1230 - (ALTA ENDORSEMENT 18-06)  
SINGLE TAX PARCEL (04/01/07)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to assessment as a single tax parcel. The Charge for this endorsement is \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of owner's and/or loan policies insuring 1-4 family residential property.

- 6.45 TIRBOP - ENDORSEMENT PA 1240 - (ALTA ENDORSEMENT 18.1-06) MULTIPLE  
TAX PARCEL (10/01/08)

Owner's and/or Loan Policy

This endorsement provides coverage with regard to assessment as multiple tax parcels. The Charge for this endorsement is \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of owner's and/or loan policies insuring 1-4 family residential property.

- 6.46 TIRBOP - ENDORSEMENT PA 1250 - (ALTA ENDORSEMENT 19-06 as modified by  
TIRBOP) - CONTIGUITY (04/01/07)

Owners and/or Loan Policy

This endorsement provides coverage with regard to contiguity of the insured premises. The Charge for this endorsement is \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of owner's and/or loan policies insuring 1-4 family residential property.



- 6.47 TIRBOP - ENDORSEMENT PA 1260 (ALTA ENDORSEMENT 12-06, as modified by TIRBOP) - INTRASTATE AGGREGATION (04/01/07)

Loan Policy Only

This endorsement aggregates the coverage of two or more policies insuring premises in Pennsylvania. The Charge for this endorsement is \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property. Use of this endorsement shall also be prohibited to aggregate the liability of any policies issued for Pennsylvania properties with properties situate outside the Commonwealth of Pennsylvania.

- 6.48 TIRBOP - ENDORSEMENT PA 1270 - SAME AS SURVEY (04/01/07)

Loan Policy Only

This endorsement insures that the land described in the policy is the same as depicted on the survey referenced in the endorsement. The Charge for this endorsement is \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

- 6.49 TIRBOP - ENDORSEMENT PA 1271 - SAME AS SURVEY (04/01/07)

Owner's Policy Only

This endorsement insures that the land described in the policy is the same as depicted on the survey referenced in the endorsement. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2, with a minimum charge of \$100.00, unless it is issued with TIRBOP Endorsement PA 301, in which case it will be priced as \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

- 6.50 TIRBOP - ENDORSEMENT PA 1280 (ALTA ENDORSEMENT 22-06, as modified by TIRBOP) - LOCATION (04/01/07)

Loan Policy Only

This endorsement provides coverage to a lender with regard to the physical improvements of the insured premises. The Charge for this endorsement is \$100.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property, and shall only be issued for land that has been improved.

- 6.51 TIRBOP - ENDORSEMENT PA 1290 - MORTGAGE RELEASE (04/01/07)

Loan Policy Only

This endorsement provides assurances, in conjunction with the release of a portion of the mortgaged lands from the lien of the insured mortgage, as to the validity and priority of the lien of the insured mortgage on the remaining portion of the mortgaged lands not released. The Charge for this endorsement is \$250.00. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property, and shall only be issued for land that has been improved.

6.52 TIRBOP - ENDORSEMENT PA 1310 - (ALTA ENDORSEMENT 28-06)  
EASEMENT – DAMAGE OR ENFORCED REMOVAL (03/01/11)  
Loan Policy Only

This endorsement insures against loss or damage sustained by reason of damage to an existing building located on the land from the exercise of the granted or reserved rights of use or maintenance of an easement excepted in Schedule B of the policy. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

6.53 TIRBOP - ENDORSEMENT PA 1311 - (ALTA ENDORSEMENT 28-06)  
EASEMENT – DAMAGE OR ENFORCED REMOVAL (03/01/11)  
Owner's Policy Only

This endorsement insures against loss or damage sustained by reason of damage to an existing building located on the land as a result of the exercise of the right of use or maintenance of an easement excepted in Schedule B of the policy. The Charge for this endorsement is 20%, calculated in accordance with Section 5.2. Use of this endorsement is prohibited in conjunction with the issuance of an owner's policy insuring 1-4 family residential property.

6.54 TIRBOP - ENDORSEMENT PA 1320 - (ALTA ENDORSEMENT 29-06)  
INTEREST RATE SWAP ENDORSEMENT - DIRECT OBLIGATION (03/01/11)  
Loan Policy Only

This endorsement insures against loss by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the repayment of the Swap Obligation at Date of Endorsement. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, if issued at Date of Policy; and 20% if issued subsequent to Date of Policy. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

6.55 TIRBOP - ENDORSEMENT PA 1330 - (ALTA ENDORSEMENT 29.1-06)  
INTEREST RATE SWAP ENDORSEMENT ADDITIONAL INTEREST (03/01/11)  
Loan Policy Only

This endorsement insures against loss by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Additional Interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation. The Charge for this endorsement is 10%, calculated in accordance with Section 5.2, if issued at Date of Policy; and 20% if issued subsequent to Date of Policy. Use of this endorsement is prohibited in conjunction with the issuance of a loan policy insuring 1-4 family residential property.

7. **RESERVED FOR FUTURE USE**