



ARIZONA DEPARTMENT OF FINANCIAL INSTITUTIONS

ESCROW RATE FILING FORM

This form must be submitted with all new filings, including those to change previously approved rate filings.

Company / Agency Name LSI Title Agency, Inc.		Contact Email legaldept@lsi-lps.com	
Address 5 Peters Canyon Road, Ste. 200	City Irvine	State CA	Zip Code 92606
Type of Filing <input type="checkbox"/> New Rate Schedule <input checked="" type="checkbox"/> Change of Existing Approved Rates		Effective Date 09/01/2011	
Identify rate classification involved in this filing All Escrow Rates			

Information included with this filing

- Cover letter including explanation of changes and justification
- Justification – check items
 - Financial Analysis
 - Statistics
 - Other
 - Comparison of Rate of other Escrow Agencies
 - Experience

I, Jill L. Cadwell (*Filer's Name*), being duly sworn, make oath and declare that I have been given authority by Ronald L. Frazier (*Company Officer's Name*) to execute this filing on behalf of LSI Title Agency, Inc. (*Company Name*), and agree to and represent the following:

That the information contained herein, including exhibits and other information filed attached hereto and made a part hereof, are current, true, accurate, and complete under penalty of perjury, or un-sworn falsification to authorities, or similar provisions as provided by law; that, the jurisdiction(s) to which the rate filing is being submitted may conduct any investigation as to the legitimacy, accuracy and correctness in accordance with all applicable laws and regulations; that, if the above named individual has made a falsehood of a material fact in either the rate filing or in any documentation provided to support the foregoing rate filing, then the above named licensee may be subject to fines, fees, and penalties or other measures accordance with all laws and regulations.

I hereby verify that I am the above named individual, and certify by my printed name below that I have read the conditions stated above and agree to the language as stated.

Jill L. Cadwell

08/23/2011

Please save a copy for your records

Please email the completed rate filing along with supporting documents by creating an account at following the link and selecting Financial Services (financial@azdfi.gov) from the TO: drop down menu:

<https://web1.zixmail.net/s/login?b=azdfi>

FOR DEPARTMENT USE ONLY

(Date Received)

- Approved
- Withdrawn
- Hearing
- Additional Information / Correspondence

(Analyst)

(Date)

ESCROW FEES AND CHARGES
OF
LSI TITLE AGENCY, INC.
FOR THE STATE OF
ARIZONA

Effective September 1, 2011
Unless Otherwise Indicated

FORWARD

The rules and procedures contained herein are in no manner, either expressed or implied, to be construed as establishing or changing the rules and procedures pertaining to the escrow practices followed by the Company, but are shown in order to properly apply the applicable escrow rate. The rates shown are for the processing of the various types of escrows and do not include any additional service(s) unless otherwise noted or provided for in this schedule of fees and charges.

1.1 GENERAL APPLICATION

All offices of LSI Title Agency, Inc., hereinafter referred to as the Company, use this manual, including the escrow rate tables contained herein for various escrow services.

The fees and charges provided for in this schedule of fees and charges are for: 1) escrow services and 2) miscellaneous services whether or not deemed to be services under 1) herein.

The various escrow rates in Parts II are minimum rates and additional charges may be made in the event unusual escrow risks are assumed or unusual services are performed. In the event such charges are made, written consent to the charge will be obtained from each person obligated to pay all or any part of such charge.

1.2 CANCELLATION CHARGE

The charge where an escrow has been opened and is cancelled, will be the amount which in the opinion of the Company is proper compensation for the services rendered, but in no event shall said charge be more than the minimum rate shown on the applicable rate table.

1.3 EMPLOYEE RATE

No charge shall be made to employees (including employees on approved retirement) of the Company or its subsidiary or affiliated companies for escrow services in connection with the financing, refinancing, sale or purchase of the employee's bona fide home property. Waiver of such charges is authorized only in connection with those costs that the employee would be obligated to pay, by established customer, as a party to the transaction.

1.4 SPECIAL PRICING

Company reserves the right to charge contractual pricing for certain clients. Said pricing will be documented and maintained outside of the filed escrow rates.

2.1 CENTRALIZED SALE TRANSACTION CLOSING SERVICES

For residential sale escrows initiated and coordinated through Company with centralized electronic platform with order tracking and processing capability, serving as a central point of contact and entry. Services included: Coordination of closing, minimum instruction preparation, loan tie-in escrow for up to one (1) new loan.

TRANSACTION AMOUNT	FEE CHARGED
Up to \$ 50,000	\$ 485.00
\$50,001 to \$ 75,000	\$ 635.00
\$75,001 to \$100,000	\$ 880.00
\$100,001 to \$200,000	\$ 975.00
\$200,001 to \$300,000	\$ 1,360.00
\$300,001 to \$400,000	\$1,750.00
\$400,001 to \$500,000	\$2,150.00

\$500,001 to \$1,000,000	\$3,300.00
\$1,000,001 to \$5,000,000	\$4,100.00
\$5,000,001 to \$10,000,000	\$4,500.00
\$10,000,001 and up	\$5,000.00

2.2 LOAN ESCROW

For loan transactions where no purchase is involved, regardless of whether the loan is a refinance or is new financing, where all loan documents are provided by the lender and no documents are prepared by the Company, the fee for the escrow service, regardless of the loan amount, shall be all counties: \$300

Includes courier and standard delivery fees, wire transfer fees, printing of email documents, and making up to 3 payoffs. Does not include recording service fee, signing fee, or other miscellaneous fees filed in this manual for special services.

2.3 CENTRALIZED REFINANCE ESCROWS

For use in all counties in the state of Arizona. For escrow services on a loan refinance transaction only, on one-to-four-family residential properties, where centralized ordering and delivery of escrow services on multiple similar transactions is provided by the lending entity involved, thereby allowing the Company to realize economies of scale, the following rates shall apply:

- A. **Limited Refinance Escrow.** \$75.00 if 100 or fewer similar transactions are contemplated in an average month, \$50.00 if more than 100 transactions are contemplated in an average month. Rate is applicable to centralized escrow services, performed from a single site, that are limited by agreement to: receipt of lender funds and payoff of up to 2 demands received; and disburse balance of proceeds, by either check or wire transfer, to up to 2 payees.
- B. **Centralized Refinance Escrow One.** \$350.00 if more than 100 similar transactions are contemplated in an average month, and all escrow services provided for hereunder are capable of being performed at a single site, with some electronic connectivity to the originating lender allowing economies of scale by means of significant electronic workflow on the part of the Company. The Centralized Escrow Service shall include all services provided in the Limited Escrow Services above as well as the following services: ordering demands and making payoffs on up to two (2) previous loans; prepare final HUD-1 closing statement, signing service, disburse loan proceeds, by either check or wire transfer, to up to 5 payees.
- C. **Centralized Refinance Escrow Two.** \$315.00 if more than 100 similar transactions are contemplated in an average month, and all escrow services provided for hereunder are capable of being performed at a single site, with electronic connectivity to the originating lender allowing substantial economies of scale by means of comprehensive and integrated electronic workflow between the Company and the originating lender. The Centralized Escrow Service shall include all services provided in the Limited Escrow Services above as well as the following services: ordering demands and making payoffs on up to two (2) previous loans; prepare final HUD-1 closing statement, signing service, recording service; disburse loan proceeds, by either check or wire transfer, to up to 5 payees.

2.4 MOBILEHOME SUB-ESCROW FEE

This fee to be used only in conjunction with the Manufactured Home/Mobile Home Policy is being issued by the Company and the services of the Company are requested to effectively pay off or release a particular encumbrance or charge. The additional processing charge shall be \$150.00 for affixing the mobile home as real property. Any additional transfer and/or government fees are not included the processing charge.

2.5 RELATED SERVICES

When servicing requiring additional work is provided, a processing fee will be charged. Unless otherwise included in the charges indicated in this manual or by agreement of the customer, the following fees have been established for those services, and shall be non-refundable:

Document Signing (including all applicable Notary fees)	\$100.00/file
Subordination Coordination	\$100/item
Electronic Document Signing (including all applicable Notary fees)	\$150.00/file
Overnight Delivery Service (including the cost of Delivery Service)	\$15.00
Credit Card and Personal Debt Payments For each check in excess of amount allowed for transaction type	\$10.00 each
Recording Service	\$25.00
Preparation of Escrow Instructions	\$125.00

2.6 INTEREST BEARING ACCOUNTS – Basic Charge

In connection with an escrow, all funds in escrow may be placed in an interest bearing account upon the written request of all parties to the escrow. The funds will be placed in an account with the banking/savings institution chosen by said parties.

Minimum charge per account opened \$50.00 for all counties
The charge is for opening, servicing and closing out of the account.

2.7 FUNDS HOLDBACK AND MAINTENANCE FEE

When funds remain in an escrow subsequent to the closing thereof, then an initial set-up fee of \$100.00 will be charged plus \$100.00 charge per month for maintenance of said funds.

2.8 HOME EQUITY ESCROW SERVICES

For escrow services in connection with a home equity loan transaction up to a \$500,000 loan amount the following charges will be applicable:

- A. HOME EQUITY LIMITED ESCROW - For Home Equity Limited Escrow Services,** the charge shall be \$125.00 for loan transaction amounts up to \$500,000. For the

purposes of this section only, "Home Equity Limited Escrow Services" shall mean the following services: ordering demands and making payoffs on up to two (2) previous loans and disburse balance of proceeds, by either check or wire transfer, to up to 5 payees. Additional checks shall be charged at \$10.00 for each additional check. Ordering and making payoffs on additional loans shall be charged at \$25.00 for each additional loan. Document preparation in connection with such service shall be at the rate of \$50.00 per document.

- B. HOME EQUITY DISBURSMENT SERVICE** - For Home Equity Disbursement Services, the charge shall be \$75.00 for loan transaction amounts up to \$500,000. For the purposes of this section only, "Home Equity disbursement Services" shall mean the receipt of funds from lender and disbursement to the borrower in up to one check or wire transfer.

LSI TITLE AGENCY, INC.

PART I

GENERAL RULES

1.1 GENERAL APPLICATION

All offices of LSI Title Agency, Inc., hereinafter referred to as the Company, use this manual, including the escrow rate tables contained herein for various escrow services.

The fees and charges provided for in this schedule of fees and charges are for: 1) escrow services and 2) miscellaneous services whether or not deemed to be services under 1) herein.

The various escrow rates in Parts II are minimum rates and additional charges may be made in the event unusual escrow risks are assumed or unusual services are performed. In the event such charges are made, agreement thereto will be obtained from each person or entity obligated to pay all or any part of such charges in writing in advance.

1.2 EXTRA WORK CHARGE

The charge where an escrow has been opened and is cancelled will be at the rate of \$25.00 per hour. Said cancellation charge will not exceed the minimum rate shown on the applicable rate table. Cancellation Rates will be imposed at the Company's discretion. Imposition of the charge will be based among other factors, the cancellation rates experienced from the business source involved, as well as the pre-cancellation work required for the transaction.

1.3 EMPLOYEE RATE

No charge shall be made to employees (including employees on approved retirement) of the Company or its subsidiary or affiliated companies for escrow services in connection with the financing, refinancing, sale or purchase of the employee's bona fide home property. Waiver of such charges is authorized only in connection with those costs that the employee would be obligated to pay, by established customer, as a party to the transaction.

1.4 SPECIAL PRICING

Company reserves the right to charge contractual pricing for certain clients. Said pricing will be documented and maintained outside of the filed escrow rates.

LSI TITLE AGENCY, INC.

PART II

**RESIDENTIAL PROPERTY
(1-4 FAMILY)**

ESCROW SERVICES

LSI TITLE AGENCY, INC.

2.1 CENTRALIZED SALE TRANSACTION CLOSING SERVICES

For residential sale escrows initiated and coordinated through Company with centralized electronic platform with order tracking and processing capability, serving as a central point of contact and entry. Services included: Coordination of closing, minimum instruction preparation, loan tie-in escrow for up to one (1) new loan.

TRANSACTION AMOUNT	FEE CHARGED
Up to \$ 50,000	\$ 485.00
\$50,001 to \$ 75,000	\$ 635.00
\$75,001 to \$100,000	\$ 880.00
\$100,001 to \$200,000	\$ 975.00
\$200,001 to \$300,000	\$ 1,360.00
\$300,001 to \$400,000	\$1,750.00
\$400,001 to \$500,000	\$2,150.00
\$500,001 to \$1,000,000	\$3,300.00
\$1,000,001 to \$5,000,000	\$4,100.00
\$5,000,001 to \$10,000,000	\$4,500.00
\$10,000,001 and up	\$5,000.00

2.2 LOAN ESCROW

For loan escrows initiated and coordinated through the Company. Services included: Coordination of closing, minimum instruction preparation,

TRANSACTION AMOUNT	FEE CHARGED
\$0 to \$100,000	\$300.00
\$100,001 to \$150,000	\$325.00
\$150,001 to \$200,000	\$350.00
\$200,001 to \$300,000	\$400.00
\$300,001 to \$400,000	\$450.00
\$400,001 to \$500,000	\$450.00
\$500,001 to \$1,000,000	\$450.00
\$1,000,001 to \$2,000,000	\$500.00
\$2,000,001 to \$3,000,000	\$550.00
\$3,000,001 to \$5,000,000	\$600.00
\$5,000,001 to \$10,000,000	\$700.00
\$10,000,001 and up	\$800.00

LSI TITLE AGENCY, INC.

2.3 MOBILEHOME SUB-ESCROW FEE

This fee to be used only in conjunction with the Manufactured Home/Mobile Home Policy is being issued by the Company and the services of the Company are requested to effectively pay off or release a particular encumbrance or charge. The additional processing charge shall be \$150.00 for de-titling. Any additional transfer and/or government fees are not included the processing charge.

2.4 LOAN REFINANCE ESCROWS

For use in all counties in the state of Arizona.

Upon request of the borrower or lender, escrow services on a separate loan refinance transaction on up to four-family residential properties may be charged at the following rates:

- A. For **Limited Escrow Services**, the charge shall be \$175.00 for loan transaction amounts up to \$2,000,000. For the purposes of this section only, "Limited Escrow Services" shall mean the following services: prepare escrow documents, receive lender funds and payoff one (1) demand received; and disburse balance of proceeds, by either check or wire transfer, to up to 2 payees.
- B. For **Basic Escrow Services**, the charge shall be \$250.00 for loan transaction amounts up to \$2,000,000. For the purposes of this section only, "Basic Escrow Services" shall mean all services included in the Limited Escrow Services above as well as the following services: ordering demands and making payoffs on up to two (2) previous loans; forward documents to title for recording; disburse loan proceeds, by either check or wire transfer, to up to 5 payees.
- C. For **Intermediate Escrow Services** the charge shall be \$350.00 for loan transaction amounts up to \$2,000,000. For the purposes of this section only, "Intermediate Escrow Services" shall mean the all services included in the Basic Escrow Services above as well as the following additional services: prepare final HUD-1 closing statement, receive loan package from lender, send copy of completed package back to lender.
- D. For **Expanded Escrow Services** the charge shall be \$450.00 for loan transaction amounts up to \$ 2,000,000. For the purposes of this section only, "Expanded Escrow Services" shall mean the all services included in the Intermediate Escrow Services above as well as the following additional services: assistance in clearing title exceptions, prepare escrow instructions, prepare estimate HUD-1 closing statement(s), order evidence of insurance, standard in-house courier services, receipt and printing of loan documents.

2.5 RELATED SERVICES

When servicing requiring additional work is provided, a processing fee will be charged. Unless otherwise included in the charges indicated in this manual, the following fees have been established for those services, and shall be non-refundable:

Document Signing (including all applicable	\$150.00/file
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LSI TITLE AGENCY, INC.

Notary fees)	
Document Preparation	\$100/document
Subordination Coordination	\$100/item
Electronic Document Signing (including all applicable Notary fees)	\$125.00/file
Overnight Delivery Service (including the cost of Delivery Service)	\$15.00
Credit Card and Personal Debt Payments For each check in excess of two(2) – Sales transactions only	\$10.00 each

2.6 INTEREST BEARING ACCOUNTS – Basic Charge

In connection with an escrow, all funds in escrow may be placed in an interest bearing account upon the written request of all parties to the escrow. The funds will be placed in an account with the banking/savings institution chosen by said parties.

Minimum charge per account opened \$50.00 for all counties

The charge is for opening, servicing and closing out of the account.

2.7 FUNDS HOLDBACK AND MAINTENANCE FEE

When funds remain in an escrow subsequent to the closing thereof, then an initial set-up fee of \$100.00 will be charged plus \$100.00 charge per month for maintenance of said funds.

2.8 HOME EQUITY ESCROW SERVICES

For escrow services in connection with a home equity loan transaction up to a \$500,000 loan amount the following charges will be applicable:

A. HOME EQUITY LIMITED ESCROW - For Home Equity Limited Escrow Services, the charge shall be \$125.00 for loan transaction amounts up to \$500,000. For the purposes of this section only, "Home Equity Limited Escrow Services" shall mean the following services: ordering demands and making payoffs on up to two (2) previous loans and disburse balance of proceeds, by either check or wire transfer, to up to 5 payees. Additional checks shall be charged at \$10.00 for each additional check. Ordering and making payoffs on additional loans shall be charged at \$25.00 for each additional loan. Document preparation in connection with such service shall be at the rate of \$50.00 per document.

B. HOME EQUITY DISBURSEMENT SERVICE - For Home Equity Disbursement Services, the charge shall be \$100.00 for loan transaction amounts up to \$500,000. For the purposes of this section only, "Home Equity Disbursement Services" shall mean the receipt of funds from lender and disbursement to the borrower in up to one check or wire transfer.

Standard Rates – Effective 09/01/11



August 23, 2011

Robert Charlton, Deputy Superintendent of Financial Institutions
Arizona Department of Financial Institutions
2910 N. 44th St. Suite 310
Phoenix, Az. 85018

Re: LSI Title Agency, Inc. (the "Company"), EA-0910212

Dear Mr. Charlton:

This is in response to your letter of July 26, 2011, directing the Company to file an electronic version of its escrow rate manual with the Department by August 30, 2011. In that letter, you also outlined the required documents for future changes/amendments to the escrow rate filing. The Company is hereby filing its amended rate manual in compliance with your directive. On behalf of the Company, and pursuant to A.R.S. § 6-846, I hereby provide the Department with our amended Manual of Escrow Rates and Charges. The following documents are submitted herewith as part of this filing:

- Escrow Rate Filing Form
- Copy of Manual affected by changes

The Company is taking the opportunity of the requirement that it make the e-filing, in order to update its escrow rate manual. The amendments made in this manual consist of the following:

1. LOWERING its rate for Loan Escrows in all counties in the state, from a tiered rate that ran from \$300 to \$800, to a new, flat rate of \$300.00.
2. LOWERING its rate for Limited Escrow Transactions from \$175.00 to \$75.00 and \$50.00, depending upon the projected monthly volume of such transactions.
3. LOWERING and simplifying its rates for refinance escrow transactions to a two-tiered scale of all-inclusive rates of \$350.00 and \$315.00,

depending upon the number of contemplated monthly transactions, and the degree of integrated electronic workflow available to create economies of process with the originating lender. This simplified rate schedule compared to the old tiered structure of \$250.00 (basic escrow), \$350.00 (intermediate escrow service), and \$450.00 (Expanded Escrow Service)

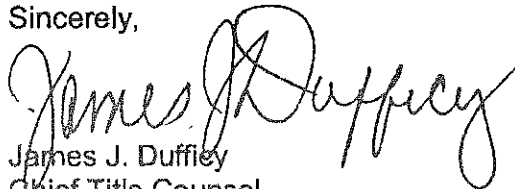
NO OTHER CHANGES TO THE COMPANY'S ESCROW RATES ARE MADE BY THIS FILING.

The justification for this change in the Company's rate schedule is as follows:

The Company's customers have increasingly consisted of the largest, multi-state and national lenders. The great majority of these lenders seek a comprehensive, bundled rate for escrow services. The Company's rate manual in its old form, provided an exception for contracted services. The increasing concentration of the Company's business in larger lenders, meant that the Company's rate schedules were increasingly inapplicable to the flat, lower contract pricing required to service the Company's large lending customers. The Company's new Rate Manual essentially flattens the rates for refinance escrow transactions, and brings the Company's rate manual into line with the contract pricing requirements of the Company's largest Arizona lending customers. This amended Rate Manual thus has the effect of providing greater transparency to the rates actually charged to the Company's major Arizona lending customers. It also provides a very simple, easily applied rate schedule for the most common transactions handled today by the company (i.e., both limited and full refinance transactions).

Thank you for your attention to this matter.

Sincerely,



James J. Duffley
Chief Title Counsel
LSI Title Agency, Inc.

JJD:vwb

cc: Albert Verkuylen
Gregory Plizga
Todd Mendolia