



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 MESQUITE TITLE CO., INC. dba MESQUITE TITLE AGENCY		Contact Email robert@mesquitetitle.com	
Address 840 Pinnacle Court #3	City Mesquite	State Nevada	Zip Code 89027
Type of Filing <input type="checkbox"/> New Rate Schedule <input checked="" type="checkbox"/> Change of Existing Approved Rates		Effective Date Aug 15, 2011	
Identify rate classification involved in this filing Escrow Fees and 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, Robert C. Sherratt (Filer's Name), being duly sworn, make oath and declare that I have been given authority by Robert C. Sherratt (Company Officer's Name) to execute this filing on behalf of Mesquite Title Co., Inc., dba Mesquite Title Agency (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.

Robert C. Sherratt

(Date)

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

after 6/27/11
(Date Received)

Mike McGhee
(Analyst)

7/25/11
(Date)

- Approved
- Withdrawn
- Hearing
- Additional Information / Correspondence

MESQUITE TITLE COMPANY,
d.b.a. MESQUITE TITLE AGENCY

MANUAL OF CLASSIFICATIONS
SCHEDULE OF ESCROW RATES
RULES, EXCEPTIONS AND PLANS RELATING THERETO

Version 05/2011

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APPENDIX A

List of Standard Codes For Arizona State Department of Financial Institutions

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ESCROW GENERAL RULES

A. DEFINITION OF ESCROW

Escrow means any transaction wherein any property, money, written instrument or evidence of title or possession to real or personal property or other things of value is delivered with or without transfer of legal or equitable title, or both, and irrespective of whether a debtor/creditor relationship is created, to a person not otherwise having any right, title or interest therein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon contingent happening or non happening of a specific event or performance or nonperformance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promisee, promisor, obligee, obligor, bailee, bailor, or designated agent or employee or any of them. (A.R.S. 6-801)

B. COMPUTATION FROM BASIC RATE

1. The rates shall always be applied on fair value as defined in D below in multiples of \$10,000 including any fraction thereof.
2. Whenever the basic escrow rate is calculated herein, the charge arrived at from the calculation will be rounded off to the nearest dollar. At 50 cents it will be rounded up to the next whole dollar amount.
3. Whenever a percentage of a basic rate is calculated due to the application of a discounted rate, or due to allocation of a percentage of the basic rate between parties to the escrow, the charge arrived at from the calculation will be rounded up to the nearest dollar.
4. Basic Rates are a minimum and additional fees may be charged based upon difficulty of work, volume of documents and work, or other factors that are deemed to create additional work, time or expense.

H. ELECTRONIC MAIL DOCUMENT CHARGES

\$20.00 for each electronic loan package received.

I. EXPRESS MAIL CHARGES

\$25.00 per letter package.

J. WIRE FEES

\$15.00 charge for each wire.

K. MAINTENANCE CHARGES

1. \$25.00 per month for maintaining funds in our escrow account after an escrow is in dispute and we have given both parties (Seller and Buyer) at least 30 days notice that said charge will accrue until the entire sum in the escrow has been exhausted, or the dispute has been resolved by mutual agreement or by court order, any applicable appeal period having lapsed, and the remainder is distributed accordingly.
2. \$25.00 for the re-issuance of a check not cashed after six months have elapsed since the date of issuance.
3. \$25.00 per month to maintain funds in our account after one year has elapsed with a check remaining uncashed and unclaimed, until the entire sum of said uncashed check has been exhausted or claim has been made for the remainder, or in the event five years elapses, any unclaimed remainder will be sent to the State escheat fund.

L. SENIOR CITIZEN'S OR MILITARY RATE

This rate shall apply to Senior Citizens (age 65 and over) or active Military. Charge: 80% of the applicable escrow rate.

M. REALTOR, PUBLIC SERVANT, COMMUNITY VOLUNTEER RATE

This rate shall apply to Licensed Realtors, public Servants, community volunteer to include, but not limited to, teachers, policeman, firefighters, emergency medical

personnel, youth or high school coaches, Charge 80% of the applicable escrow rate.

N. GOVERNMENT CONTRACTS

The Company reserves the right to enter into separate contracts with Federal, State or local governmental agencies or their contractors for escrow services. Rates and fees will be based upon the volume of transactions and responsibilities and duties to be performed. The fee to be charged shall be included in the contract Bid proposal. Said Fees may not be based on the Filed Rates, but on a different set of criteria.

O. RATES AND CHARGES IN EFFECT PRIOR TO FILING

Rates and/or charges contracted for by the Company prior to the effect date of the filing, and which deviate from this filing, shall remain in effect, until expiration of said contract.

P. CONSTRUCTION CONTROLLED ESCROW

The Company may enter into a separate contract(s) with Lenders/Builders for a construction controlled escrow. Rates and fees will be based upon the volume of transactions, responsibilities, and duties to be performed with a minimum fee of \$100.00. The fee to be charged shall be included in the contract proposal, and shall be an all-inclusive fee including but not limited to express mail charges, wire fees, copies of canceled checks and the voiding and reissuing of checks.

Q. HIGH VOLUME RELOCATION COMPANIES

For High Volume Relocation Companies, the rate shall be \$600.00 inclusive of miscellaneous fees.

Mesquite Title Company d.b.a. Mesquite Title Agency reserves the right to change any fees or rates contained herein as required to comply with a court ruling or legislation.

BASIC ESCROW RATES

Refinance Rate - \$200.00 plus appropriate other charges, i.e.: Express Mail, Wire, E-Doc Fee, etc...

<i>Transaction Amount</i>	<i>Rate</i>
\$1.00 to \$50,000.00	\$525.00
\$50,001.00 to \$100,000.00	\$600.00
\$100,001.00 to \$150,000.00	\$675.00
\$150,001.00 to \$200,000.00	\$725.00
\$200,001.00 to \$250,000.00	\$775.00
\$250,001.00 to \$300,000.00	\$825.00
\$300,001.00 to \$350,000.00	\$875.00
\$350,001.00 to \$400,000.00	\$925.00
\$400,001.00 to \$450,000.00	\$975.00
\$450,001.00 to \$500,000.00	\$1,025.00
\$500,001.00 to \$2,000,000.00	\$1,025.00 plus \$50 for each \$50,000 or fractional part thereof.

For transactions over \$2,000,000.00 please call a Mesquite Title professional. If additional charges are to be made, they will be agreed upon by the customer(s) and based on the additional responsibilities and liability assumed by the Company.

The rates indicated in the table above are inclusive of the following charges:

- Loan Tie-In Fee (1st and 2nd loan)
- E-Doc Fee (1 received and printed)
- Wire Fees (3 transmittal maximum)
- Standard Express Mail (2 shipment maximum)

ESCROW

901 BASIC CHARGE (SALE)

901 Summary Account

The minimum charge of \$100 of the Basic Escrow Rate shall be based on the fair value of the property in the escrow. If additional charges are applicable, all additional charges shall be shown separately.

902 BASIC CHARGE (LOAN)

902 Summary Account

- | | | |
|----|--|---|
| A. | If no transfer of title is involved. | 100% of Basic Rate |
| B. | In concurrently with sale escrow
Note: The single \$75.00 additional charge for each other loan(s) concurrent with the sale escrow. Additional work charges will be shown separately. | \$75.00 Additional |
| C. | The following charges are applicable for construction draw controlled escrows where the lender requests additional services such as obtaining lien waivers, architectural approval, etc. | One-half of 1% of the amount of the loan.
\$500.0 fee minimum. |
| D. | Interim/Construction Loan (Subject to extra work charges that may arise for special or extraordinary escrow services - refer to paragraph E under General Rules). | \$175.00 per loan |

903 BASIC CHARGE (LEASEHOLD)

903 Summary Account

The Leasehold Escrow Rate shall be 100% of the Basic Escrow Rate based upon the fair value of the property lease or the total amount of the lease payments, whichever is less.

Sub-escrow service (re-finance) may be provided for a fee of \$200.00 per escrow. Services available under this section are restricted to:

1. The receipt of funds and written instructions from an institutional lender for the re-finance of an existing loan or loans.
2. The disbursement of such funds for the elimination of matters affecting title, but only to the extent authorized under such conditions.
3. The preparation of a settlement and disbursement record for the funds handled in connections with (1) and (2) above.
4. The preparation, acceptance and of documents; recordation fees are extra.

B. ESCROW ONLY SERVICE

Escrow services are only provided for insured transactions.

907 ABBREVIATED ESCROW

907 Summary Account

- A. An abbreviated escrow may be provided if a transaction involved the following escrow duties for a charge of \$50.00:
 1. Receipt and disbursement of funds and/or
 2. Acceptance and Recordation of documents (Accommodation)
 3. Preparation of documents needed to clear title and/or comply with the lender's instructions (Recon's)
- B. A \$50.00 charge will be assessed for taking signatures. If this task is combined with the duties as shown directly above, the combined charge will be \$100.00.
- C. A \$25.00 charge for ordering payoffs. If combined with those services shown above in paragraph A, the combined charge will be \$75.00.
- D. A \$50.00 charge will be assess for the preparation of a settlement statement and disbursement record for the funds handled in connection with (A) above. If combined with those services shown in (A), the combined charge will be \$100.00.

908 RECONVEYANCE AND TRACKING FEE

908 Summary Account

Tracking, demanding and procuring Payoff Deeds for Agreement for Sale, Satisfaction of Mortgage, Deed or Release and Reconveyance of Deed of Trust from Lender, Beneficiary or Servicing Agency; Preparing statutory notifications and preparing and executing title company release pursuant to A.R.S. 33-707. Recordation of Satisfaction of Mortgage or Deed of Release and Reconveyance, Releases of Liens Disclosed on Affidavits of Affixture, or Payoff Deeds procured pursuant to A.R.S. 33-707.

This fee does not represent the actual out-of-pocket expenditures of the company in connection therewith, but is a flat rate charge. THIS FEE IS NOT APPLICABLE WHEN PAYING OFF AN ACCOUNT SERVICES BY MESQUITE TITLE COMPANY d.b.a. MESQUITE TITLE AGENCY.

Basic Charge \$50.00, plus recording fees.

909 RECORDING FEE

A. Each document to be recorded in an escrow will be charged for at the rate of \$40.00 per document for all counties, except for "to come" matters, such as Reconveyance and releases, which will be recorded by the Company as a cost of doing business, unless the recording fee is sent with the document. Fees are based on a single side of one page, extra for additional names, parcels, pages.

B. Each Affidavit of Value shall be included in the recording fee.

910 SAVINGS ACCOUNTS

910 Summary Account

Set-up for Trust Funds deposited into Savings Accounts \$100.00

911 SUBDIVISION TRUST CHARGES

911 Summary Account:

The following charges are the rates applicable for accounting and other services rendered in connection with the subdivision trust escrows pursuant to the instruction of the parties thereto. This schedule is published for the convenience

of our Trust Beneficiaries. Trustee reserves the right to amend this schedule from time to time. "Beneficiary" as referred to herein shall mean: one married couple; one party as his sole and separate property; one partnership (general, limited or joint venture); or one corporation. An additional charge of \$15.00 will be made for each added beneficiary.

A. Acceptance Rate

- | | | |
|----|---|----------|
| 1. | Single Beneficiary Trust | \$150.00 |
| 2. | Double Beneficiary Trust | \$400.00 |
| 3. | Junior Trust (for property
In underlying Senior Trust) | \$250.00 |
| 4. | Amendment to Trust Agreement | \$ 50.00 |

B. Annual Rate

- | | | |
|----|--------------------------|----------|
| 1. | Single Beneficiary Trust | \$150.00 |
| 2. | Double Beneficiary Trust | \$175.00 |
| 3. | Junior Trust | \$250.00 |

Annual fees are payable in advance (at close of escrow or Trust acceptance). Annual fee is to be prorated for any fractional part of the year during which the Trust may continue.

C. Administrative Services

- | | | |
|----|--|---------|
| 1. | Deed and Affidavit processing | |
| | a. Deed prepared by Mesquite
Title Agency | \$30.00 |
| | b. Deed prepared by other
Title Company | \$60.00 |
| 2. | Processing of Lease, Easement
or other instrument | \$50.00 |

3.	Acceptance of each assignment of Beneficial Interest	\$50.00
4.	State or Federal Lease and State Certificate of Deposit	
	a. Acceptance Fee	\$50.00
	b. Annual Fee	\$50.00
5.	Additional parcels of land into the Trust (per parcel)	\$50.00
6.	Option Fee	
	a. Acceptance Fee (if not in original Trust)	\$50.00
	b. When exercised	\$50.00
7.	Court Appearance by Agency employee per hour plus travel and expenses	\$100.00

D. Closing or Distribution Rates

1.	Single Beneficiary Trust	\$100.00
2.	Double Beneficiary Trust	\$150.00

If all property is sold or conveyed by Trustee during the normal course of administration of the Trust, there will be no closing or distribution charge, except for the charges of a title insurer for final examination.

A reasonable charge will be made for extraordinary services rendered at the rate of \$100.00 per hour.