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## Document Preparation Fee Matrix

This matrix is distributed to provide general information about the subject matter covered and should not be utilized as a substitute for professional advice for your specific situation. If you require such advice, please consult with your own professional advisers. Please note that investors, lenders, and title companies may have different requirements than those set forth below. Please consult with the appropriate parties.

State	Doc Prep Fee Permissible?	Who may perform Doc Prep?	Notes/Comments	Citations
Alabama	Yes	A third party unrelated to the lender	Lender may collect doc prep fees but the fees must be paid to a third party unrelated to the lender.	Ala. Code § 5-19-4 (f)(2)
Alaska	Yes	No Restrictions	Alaska does not expressly regulate residential mortgage loans. Clear agreement between the parties required. Not permitted for Small Loans Act.	Alaska Stat. § 06.20.260; <u>Fikes v. First Federal Savings &amp; Loan Association</u> , 533 P.2d. 251 (Alaska 1975)
Arizona	Yes	Party (Including Lender)	1. Not permitted for Closed-End Loans of \$5,000 or Less and Open-End Loans of \$10,000 or Less; 2. All Other Loans: Lenders may charge document preparation fees as agreed to between the parties.	Ariz. Rev. Stat. § 6-901 et seq., 44-1205; <u>Altherr v. Wilshire Mortgage Corp.</u> , 448 P.2d 859 (Ariz. 1968)
Arkansas	No	See Notes/Comments	A lender who charges a document preparation fee could be considered engaged in the unauthorized practice of law. Real estate brokers are specifically prohibited from charging a fee for the preparation of mortgage documents as such practice constitutes the unauthorized practice of law. The court has held that charging a fee for filling in the blanks on standardized legal forms by non-lawyers constituted the unauthorized practice of law.	<u>Creekmore v. Izard</u> , 367 S.W.2d 419 (1963); <u>St. Paul Fire &amp; Marine Ins. Co. v. Nicholson</u> , 263 Ark. 694, 567 S.W.2d 107 (1978); <u>Pope County Bar Ass'n. v. Suggs</u> , 274 Ark. 250, 624 S.W.2d 828 (1981); <u>Palasack v. Asbury Automotive Group, Inc.</u> (Case No. CV 2002-12712 (Ark. Cir. 2006))
California, FL	Yes	Party (Including Lender)	Doc Prep Fee falls within the definition of charges and may impact calculation and disclosure of the rate.	Cal. Fin. Code § 22200, 22250, 22301
California, REB	Yes	Real Estate Broker	1. Loans of Less than \$30,000 Secured by First Trust Deed or Less than \$20,000 Secured by Junior Trust Deed: Doc Prep Fees included in permissible costs and expenses of making the loan. However, total of all costs and expenses of making the loan, exclusive of title charges and recording fees, shall not exceed 5% of the principal amount of the loan or \$390, whichever is greater, but in no event to exceed \$700. In any case, the maximum amount shall not exceed actual costs and expenses paid, incurred or reasonably earned; 2. All Other Loans: Permitted for other loans if customary; 3. Covered Loans: Must be included in the calculation of points and fees.	Cal. Bus. & Prof. Code § 10242; 10 CA ADC § 2843
California, RML	Yes	Party (Including Lender)	1. Permitted for First and Jr. Lien Loans; 2. Covered Loans: Must be included in the calculation of points and fees.	Cal. Fin. Code § 50005
Colorado	Yes	Party (Including Lender)	Doc Prep Fee is a permissible "additional closing cost" if fee is reasonable; The UCCC Administrator "will consider \$150 to be a reasonable document preparation fee for real-estate secured loans subject to the UCCC. Any fee imposed which exceeds \$150 must be justified and well documented.	Colo. Rev. Stat. § 5-2-202(4), 5-1-301(8)
Connecticut	Yes	Party (Including Lender)	Doc Prep Fees are permitted and expressly excluded from "interest" for purposes of determining whether the 12% per year usury ceiling (if applicable) has been exceeded; High Cost Loans: Fees must be bona fide and reasonable.	Conn. Gen. Stat. § 37-9, 36a-746e
Delaware	Yes	Party (Including Lender)	As agreed - must be reasonable and customary.	DE ADC 5 2203
DC	Yes	Attorney Only	Must be reasonable and actual expense of the lender. If a third party closing agent prepares the deeds, deeds of trust, mortgages or any other instruments affecting real or personal property or any interest therein, the closing agent must be a member of the District of Columbia bar.	D.C. Code § 28-3311. District of Columbia Court Rules Annotated, Rule 49.



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Florida	Yes	Party (Including Lender)	Must be legitimate and reasonable else they may be considered interest.	Fla. Stat. Ann. § 687.03; FL ADC 69V-40.008; <u>Financial Federal Savings and Loan Association v. Burleigh House, Inc.</u> , 305 So.2d 59 (Fla. App. 1974); <u>Mindlin v. Davis</u> , 74 So.2d 789 (Fla. 1954); <u>Pushee v. Johnson</u> , 166 So.2d 847 (Fla. 1936); <u>First American Bank &amp; Trust v. Windjammer Time Sharing Resort, Inc.</u> , 483 So.2d 732 (Fla. App. 1986).
Georgia	Yes	Attorney Only	It is the unauthorized practice of law for anyone other than a licensed lawyer to prepare legal documents, except a party to the legal document or a title company or other individual who prepares the document at the request of a party to the document for no charge or other consideration. Doc Prep fees are neither expressly prohibited nor limited; must be reasonable and agreed to in writing by the borrower.	Ga. Code Ann. § 15-19-51; 15-19-52; GA ST § 7-4-2(a)(1); In re UPL Advisory Opinion 2003-2, 277 Ga. 472 (Ga. 2003); see Georgia Department of Banking & Finance Advisory Opinion, "Interpretations of H.B. 128 - Interest" dated April 22, 1983.
Hawaii	Yes	Lender or third party	1. Jr. Lien Loans Under the Interest & Usury Provisions: Amount of doc prep fees must not exceed the usury limit; 2. First and Junior Lien Loans Under the Financial Services Loan Companies Provisions: Permitted if reasonable, actually paid to third parties, affiliates or subsidiaries, including attorneys, for services actually rendered, provided no portion is rebated, refunded or paid directly or indirectly to the lender.	HI ST § 478-4, 412:9-304 (5)
Idaho	Yes	Party (Including Lender)	Must be reasonable, customary, and agreed to by and between the lender and the borrower.	Idaho Code § 28-42-201, 26-31-210
Illinois	Yes	Party (Including Lender)	1. Closed End High Risk Home Loans: If the doc prep fee is financed, it may not exceed 6% of the total loan amount when combined with all other points and fees; 2. All Other Loans: An Illinois court has held that doc prep fees charged by a lender for its services do not constitute the unauthorized practice of law when the lender prepares the documents for its own protection in the transaction, does not hold itself out as a legal representative or advisor and does not prevent the borrower from seeking his/her own counsel to review the documents.	38 IL ADC 1050.1275; 38 IL ADC 1050.1335; 815 IL CS 205/4; 815 IL CS 205/4.1a; <u>King v. First Capital Financial Services Corp.</u> , 798 N.E.2d 118 (Ill. App. 3 Dist. September 26, 2003)
Indiana	Yes	Party (Including Lender)	Court has held that requiring an attorney for such a routine practice would produce only inconvenience and added cost to the public. Therefore, the court concluded that when form mortgage documents are prepared by non-attorneys, there is no unauthorized practice of law as long as the preparation is ordinarily incident to lender's financing activities.	Ind. Code § 24-4.5-3-202(1)(d)(ii); <u>Charter One Mortgage Corp. v. Condra</u> , 2006 WL 1302415 (Ind.App. May 2, 2007)
Iowa	Yes	Party (Including Lender)	1. Not permitted for Home Acquisition Loans and Open-End Lines of Credit; 2. Permitted for ICCCL Loans (if reasonable and paid to a third party) and All Other Loans.	Iowa Code § 535.8, 535.10, 537.2501(1)(e)(2)
Kansas	Yes	Lender for first lien loans; If lender for second lien loans, doc prep fee must be included in the calculation of finance charge.	1. First Lien [Max LTV 100%]: Must be reasonable; 2. All Other Loans: Doc Prep Fees are finance charges when paid to and retained by the lender; a permissible additional charge when paid to and retained by an unrelated third party.	Kan. Stat. Ann. § 16-207, 16a-2-501, 16a-2-401;(6); State Bank Commissioner Admin. Interp. No. 1009 (October 13, 1999)
Kentucky	Yes	Attorney Only	Must be necessary and reasonable. Note, however, that completion of documents affecting title to real estate may only be performed by or under the supervision of a licensed attorney. If printed forms are used, they must be inspected, endorsed and approved by legal counsel who will be responsible as the drafter.	Ky. Rev. Stat. § 286.8-120; <u>Federal Intermediate Credit Bank of Louisville v. Kentucky Bar Ass'n</u> , 540 S.W.2d 14 (Ky. 1976)
Louisiana	Yes	Lender for federally-related mortgages; third party other than the lender for all other loans.	1. Federally Related Mortgage Loans: Parties may agree in writing for Doc Prep Fee; 2. All Other Mortgage Loans: Must be paid to a third party other than the lender, or the person making the loan or any employee of such lender or person.	La. Rev. Stat. Ann. § 6:1097, 6:1083(3.1)



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Maine	Yes	Party (Including Lender)	1. Closed End Loans that are First Lien or Purchase Money (including Refinance): Permitted since unregulated; 2. All Other Loans: Doc Prep Fees are one of the permissible closing costs if bona fide, reasonable, and not for the purpose of circumventing the Maine Consumer Credit Code.	Me. Rev. Stat. Ann. tit. 9-A, § 1-301(8)(b), 1-202(8)
Maryland	Yes	Party (Including Lender)	1. Second Lien Closed End and Open End Loans under the Maryland Secondary Mortgage Loan Law: Not Permitted; 2. First Lien and Second Lien Loans: Yes.	MD COML § 12-103(b)(1), 12-101(e), 12-405, 12-411, 12-105(c), 12-903(a)(3), 12-905(b), 12-1005(a)
Massachusetts	Yes	Party (Including Lender)	1. Loans \$6K or less: Not expressly authorized; 2. All Other Loans: Must be disclosed to the borrower, be consistent with industry-wide standards and not unconscionable.	209 MA ADC 26.01; MA ST 140 § 100, 90A, 96; MA ST 183 § 63; Mass. Gen. Laws Ch. 140D; 940 MA ADC 8.06; 209 MA ADC 32.32 et seq.
Michigan	Yes	Party (Including Lender)	1. First lien: Must be reasonable, necessary, and actual expenses; 2. Second Lien Loan: Permitted if the fee is for an expense actually incurred or is included in the loan-processing fee, which is limited to a total of 5% of the gross amount of the loan; 3. Case Law: In one case the Michigan Supreme Court held that a bank did not engage in the unauthorized practice of law when it completed form mortgage documents and charged borrowers a separate \$400 doc prep fees.	Mich. Comp. Laws Ann. § 445.1673, 493.72; <u>Dressel v. Ameribank</u> , 468 Mich. 557, 664 N.W. 2d 151 (2003)
Minnesota (ILT)	Yes	Third party document preparer for Sect 47.59 loans; otherwise lender	1. Section 334.01 Mortgage Loans => \$100,000 and 2. Section 47.204 First Mortgage Loans: Subject to an overall cap of 5% of financed lender fees; 3. Section 47.59 Mortgage Loans of Less than \$100,000: Third party doc prep fees are permissible additional charges. Additional doc prep fees are not permitted as an additional charge and are permitted only if applied toward the maximum loan finance charge rate, subject to rebate on prepayment and an overall cap of 5% on financed lender fees.	Minn. Stat. § 47.204, 47.59, 334.01, 58.137
Mississippi	Yes	Persons licensed or registered under the Mississippi Mortgage Consumer Protection Law; third Party unrelated to lender; otherwise lender.	1. All Lenders: Permitted but not recommended. Not a finance charge if such fee is a bona fide closing cost or an attorney's fee; 2. Mortgage Company Licensees: Permitted and excluded from the 7.95% cap if paid to a third party unrelated to the licensed lender. WARNING TO ALL LENDERS: It is not recommended that a lender charge a fee for the preparation of a loan document, because under Mississippi law any person who for a fee or reward or promise, directly or indirectly, writes or dictates any deed of trust, mortgage or contract will be held to be engaged in the practice of law. It is unlawful to practice law in Mississippi without being licensed.	Miss. Code Ann. § 75-17-25, 81-18-27, 73-3-55
Missouri	Yes	Attorney Only	Document preparation fees are permitted as provided below. However, unless the fee is paid to an attorney, lenders charging such fee do so at the risk of claims that they are engaging in the unauthorized practice of law; 1. <b>First-lien loans and second-lien loans &lt; \$2,500</b> : permissible if it is a bona fide expense for services actually rendered in connection with the loan. Restriction does not apply to loans insured or guaranteed by United States government agencies, or to loans committed for sale to the FHA, Farmers Home Administration, Fannie Mae, Ginnie Mae, FHLMC, or to any other state, federal or quasi-governmental organization; 2. <b>Second Lien Loans ≥ \$2,500</b> : Permitted if it is a bona fide closing cost paid to third party.	Mo. Rev. Stat. § 484.025; 408.052, 408.233; <u>Eisel v. Midwest BankCentre</u> , 2007 WL 2367591 (August 21, 2007)
Montana	Yes	No Restrictions	1. <b>First Lien Loans</b> : Must be reasonable; 2. <b>Jr. Lien Loans Made by Consumer Loan Licensee</b> : Must be contracted for as provided in the licensee's schedule of fees; 3. <b>Jr. Lien Loans Under Montana's interest and usury statutes</b> : Reasonable doc prep fee is permitted.	Mont. Code Ann. § 32-5-301; MT ADC 2.59.302; 31-1-104, 31-1-107
Nebraska	Yes	Party (Including Lender)	Must be reasonable and necessary.	Neb. Rev. Stat. § 45-714;(1)(l)



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Nevada	Yes	No Restrictions	Must be agreed to in writing. Note that the practice of law by others than members of the State Bar of Nevada is forbidden by statute.	Nev. Rev. Stat. § 99.050, 7.285; <u>Pioneer Title Ins. &amp; Trust Co. v. State Bar of Nevada</u> , 326 P.2d 408 (Nev. 1958) (title company preparing deed of trust and other documents engaged in the unauthorized practice of law)
New Hampshire	Yes	Party (Including Lender)	Permissible for services actually provided to the borrowers.	NH ST § 397-A:16; NH ADC BAN 2507.02(a)
New Jersey	No	See Notes/Comments	<b>First Mortgage:</b> Not generally permitted. The actual fee paid to an attorney is permitted, but the only attorneys' fees that may be charged are for review of loan documents prepared by or submitted by the borrower's attorney or for other work requested by the borrower or the borrower's attorney. The New Jersey Supreme Court has ruled that the lender's attorneys' fees may be charged to the borrower whether or not the borrower is represented by an attorney and that such fees are permitted even where no additional work is required to be performed by the lender's attorney. <u>Turner v. First Union National Bank</u> , 162 N.J. 75, 740 A.2d 1081 (1999). However, the fee may only be charged for reviewing documents or work prepared by someone other than the lender and submitted by or on behalf of the borrower or the borrower's attorney. <b>Second Mortgage:</b> Not generally permitted. The actual fee paid to an attorney is permitted. The fee must be reasonable, must be paid to an attorney authorized to practice in New Jersey, and must be evidenced by a statement issued to the lender from the attorney.	N.J. Rev. Stat. § 17:11C-23, 46:10A-6, 17:11C-28
New Mexico	Yes	No Restrictions	Registrants under the Mortgage Loan Company and Loan Broker Act can charge a reasonable fee for this service if not otherwise prohibited by New Mexico or federal laws. Lenders not required to register under the Act are not subject to these limitations.	N.M. Stat. Ann. § 58-21-18
New York	Yes	Lender; Attorney	<b>Junior Lien Closed and Open End Loans &lt;\$250K:</b> Not Permitted. <b>First-Lien Open-End Loans &lt; 250K:</b> Not permitted unless federally chartered exempt organization, like national bank. <b>All Other Loans</b> subject to the general rule that only a New York licensed attorney can charge for the preparation of deeds, mortgages, assignments, discharges or other instruments affecting an interest in real property. In <u>Zielinski v. M&amp;T Mortgage Corporation</u> , the New York Supreme Court noted that it had previously determined that real estate brokers who filled in the blanks in sales contracts were not engaged in unauthorized practice of law and by analogy, a mortgage lender's employees could fill in the blanks in uniform security instruments.	NY Gen Oblig § 5-501; 3 NY ADC 4.1; NY Penal § 190.40; 3 NY ADC 41; 3 NY ADC 80; 3 NY ADC 82; NY Jud § 495(3)
North Carolina	Yes	Lender for loans >=\$300K; otherwise, third party.	A person, firm or corporation having a primary interest, not merely an incidental interest, in a transaction, may prepare legal documents necessary for the transaction without engaging in the unauthorized practice of law; 1. <b>First Lien Closed End Loans &lt; \$300K:</b> Yes, if paid in full to third parties. If loan is >= \$10K or made by banks and certain other lenders, doc prep fees can be payable to lender. Otherwise, No; 2. <b>First Lien Open End Loans and Junior Lien Loans &lt; \$300K:</b> Yes, if paid in full to third parties. No, if retained by the lender; 3. <b>Loans &gt;= \$300K:</b> No limits or restrictions on doc prep fees.	N.C. Gen. Stat. § 84-4; 84-2.1; 24-8, 24-1.2A(b), 24-1.1A(c); <u>State v. Pledger</u> , 257 N.C. 635, 637 (1962)
North Dakota	Yes	No Restrictions	No restrictions with regard to doc prep fees.	N.D. Cent. Code § 47-14-09; ND ADC 13-05-01-01



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Ohio	Yes	Second or Jr. lien loans by a party other than lender, including employee and relative of lender; otherwise lender or registrant.	1. First Lien Loans: Doc Prep Fees are not an enumerated fee, and therefore must be paid after all services are completed and the loan proceeds have been disbursed; 2. Jr. Lien Loans: Fee must be bona fide, (2) reasonable in amount, (3) not for the purpose of circumvention or evasion of the Second Mortgage Loan Act, and (4) not paid to the Second Mortgage Loan Act Registrant, an employee of the Registrant, or a person related to the Registrant; 3. High Cost Loans: Excess doc prep fees can convert a mortgage loan into a covered loan.	Ohio Rev. Code § 1322.08, 1321.57, 1321.58, 1349.25
Oklahoma	Yes	Generally prepared by lender or title company.	1. Loans with an APR > 13%: Doc Prep Fees are expressly permitted; 2. All Other Loans: No restrictions.	OK ST T. 14A § 3-202 (1)(d)
Oregon	Yes	No Restrictions	Doc prep fees are not addressed by Oregon law. Therefore, doc prep fees are permitted as agreed to between the parties.	Or. Rev. Stat. §§ 82.010 et seq., 59.840 et seq.; OR ADC 441-860-0010 et seq.
Pennsylvania	Yes	Third party unrelated to the lender for second lien loans >\$5K and =<\$230,110, otherwise lender. Lender or third party for loans => \$230,110	1. First Lien Loans <= \$230,10 and Second Lien Loans <= \$5K: Must be reasonable; else will be included in finance charge calculation for usury purposes; 2. Second Lien Loans > \$5K and <= \$230,110: Must be actually paid or incurred and related to the processing or granting of the mortgage loan; 3. Loans > \$230,110: Doc prep fees are not regulated. There is no disclosure requirement.	41 Pa. Stat. § 101(c), 301(f), 401; 10 PA ADC § 7.2; 7 Pa. Stat. § 6122(a)(2)
Rhode Island	Yes	Party (Including Lender)	Statutes do not affirmatively and specifically permit or prohibit document preparation fees. Doc fees are permissible loan fees according to a Div. of Banking Interpretative Ruling. Excess amount of what is customary and reasonable doc prep fees would be construed as interest.	R.I. Gen. Laws § 6-26-2(c), 19-9-2, 34-23-6; Interpretive Ruling Number 2000-1, located at: <a href="http://www.dbr.ri.gov/documents/divisions/banking/credit/IR-2000-1-34-23-6.pdf">http://www.dbr.ri.gov/documents/divisions/banking/credit/IR-2000-1-34-23-6.pdf</a>
South Carolina	Yes	Attorney Only	Because of South Carolina's strict unauthorized practice of law rules, for both first and junior lien mortgages, a lender may generate a loan package, but the lawyer must review those forms and make sure they comply with South Carolina law.	S.C. Code Ann. § 37-3-105, 37-3-202;(1)(d)(ii); Appellate Court Rule 407, Rules of Prof. Conduct, Rule 5.5(b); <u>State v. Buyers Service Company, Inc.</u> , 357 S.E.2d 15 (S.C. 1987)
South Dakota	Yes	No Restrictions	Should be reasonable.	S.D. Codified Laws Ann. § 54-14-3, 54-3-1.1
Tennessee	Yes	Lender for ILT Licensee; Attorney only for loans under RML Licensee.	1. Under ILT License: Doc Prep Fees are not expressly authorized but permitted if included in the one-time service charge of up to 4% of the principal amount of the loan. Instead of the 4% service charge, lenders may charge "actual, bona fide and reasonable" third-party costs incurred; 2. Under RML License: Doc Prep Fees is an acceptable "loan charge" if reasonable in amount and agreed to in writing by the borrower. (A doc prep fee is not being charged for the preparation of loan documents for the borrower. Rather, the fee is intended to reimburse the lender for the expense of preparing the documents for <i>itself</i> . To charge a fee for the preparation of legal documents for another would be engaging in the practice of law, which is prohibited for those not licensed to practice law in Tennessee.)	Tenn. Code Ann. § 45-5-301(3), 45-5-403, 23-3-101 et seq.; TN ST § 47-14-113(d)
Texas	Yes	Attorney Only	Permitted for all mortgage loans. Preparation of instruments affecting title to real estate by non-attorneys is considered to be the unauthorized practice of law.	Tex. Gov't Code §§ 83.001 et seq.
Utah	Yes	Party (Including Lender)	1. First Lien Closed-End Loans: Must not be excessive; 2. All Other Loans: Not restricted. Therefore, doc prep fees can be collected.	Utah Code Ann. § 61-2c-301(1)(b)(i), 70C-2-101.
Vermont	Yes	Party (Including Lender)	1. First Lien Loans: Doc Prep Fees permitted if loan qualifies as "federally related mortgage" under the federal DIDMCA. Such loans are not subject to state law limitations on interest rate, discounts, points or other charges; 2. Second Lien Loans: Doc Prep Fees are not authorized.	Vt. Stat. Ann. tit. 8, § 2216; Vt. Stat. Ann. tit. 9, § 42, 44, 46
Virginia	Yes	Attorney Only	1. First Lien Loans: Reasonable and necessary charges in connection with making the loan; 2. Second Lien Loans: Doc Prep fees are not permitted.	Va. Code § 6.1-330.70; Va. Code § 6.1-330.72; Va. Sup. Ct. UPR 6-103 (1996)



State	Doc Prep Fee Permissible?	Who may perform Doc Prep?	Notes/Comments	Citations
Washington	Yes	Lenders, Attorneys, "Limited Practice Officers", Mortgage Brokers; and, for loans under CLA License, "unrelated third party"	<b>Mortgage Broker Practices Act Regulations:</b> Generally, attorneys must prepare closing documents, but certain individuals who are not licensed attorneys may qualify as "limited practice officers." A mortgage broker may charge a fee not to exceed \$300 for preparation of documents; <b>Consumer Loan Act:</b> Doc Prep fee is permitted only if paid to an unrelated third party and agreed to in advance by the borrower. <b>General Usury Law:</b> Must be reasonable and not constitute interest under the state's usury law. Doc prep fees retained by the lender will be considered a charge for making the loan (for the use of money) and will constitute interest.	WA ADC § 208-620-560(6); WA ADC § 208-660-200; <a href="#">Washington State Bar Ass'n v. Great W. Union Fed. Sav. &amp; Loan Ass'n</a> , 91 Wash. 2d 48, 586 P. 2d 870 (1978); Admission to Practice Rule 12, Limited Practice Rule for Closing Officers. See <a href="#">Perkins v. CTX Mortgage Company</a> , 137 Wash. 2d 93, 969 P. 2d 93 (1999) (lenders must comply with the standard of care of a practicing attorney when preparing such documents).
West Virginia	Yes	Attorney Only	The preparation of deeds, deeds of trust, leases, bills of sale and other instruments conveying, creating, encumbering, assigning or otherwise disposing of an interest in property constitutes the practice of law and must be performed by an attorney. Doc Prep Fees are included in "closing costs" and are permitted if reasonable and paid to an unrelated third party. Otherwise, permissible only if subject to an overall 5% of loan amount financed, or 6% if there is a yield spread premium and charged.	W. Va. Code § 46A-1-102(7)(b), 31-17-8 (m)(4); Atty Gen. Op., 51 W. Va. Op. Atty Gen. 327 (1965)
Wisconsin	Yes	See Notes/Comments	Court has not addressed whether a mortgage company preparing documents constitutes the unauthorized practice of law. First-Lien Loans: A document preparation fee may be considered a loan administration fee. Second Lien Loans <= \$25K: Permitted if reasonable, bona fide and paid to an unrelated third party. Second Lien Loans > \$25K: lender may collect doc prep fee.	Wis. Stat. Ann. § 422.202(2)(b), 138.052(1)(c)
Wyoming	Yes	Party (Including Lender)	1. Simple Interest First Lien Loans (18% of less ): Such loans are unregulated and doc prep fees are included in additional charges and permitted; 2. All Other Loans: Doc Prep Fees must be deemed and included in "closing costs," which are permitted, if reasonable.	Wyo. Stat. § 40-14-140, 40-14-311