



# STEWART TITLE GUARANTY COMPANY SCHEDULE OF CHARGES AND FORMS FOR USE IN THE STATE OF WEST VIRGINIA

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Last Updated: August 28, 2018 Effective Date: October 29, 2018

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# WEST VIRGINIA TITLE INSURANCE MANUAL OF CHARGES

# A. GENERAL PROVISIONS; DEFINITIONS

Thank you for using Stewart Title Guaranty Company ("Stewart" or "Underwriter") for your title insurance needs. This manual of charges contains the charges for title insurance by Stewart for the State of West Virginia. The charges hereinafter set out are basic charges for title insurance only and do not include charges for searches, examinations, certificates regarding the record title, abstracts, attorneys' fees, escrow or closing services including commitment/policy preparation or recordation of documents, inspections or other services charged by local attorneys, surveyors, abstractors, or abstract companies. The charges are for standard risks; additional charges shall be made when an unusual condition of title exists or when special risks are insured. In the event such charges are made, agreement thereto must be obtained in advance from the person or entity obligated to pay all or any part of such charges.

Notwithstanding the fees and/or charges in the filings by Stewart, special pricing consideration may be given by Underwriter on commercial transactions involving policies aggregating more than \$25,000,000 of liability in a single risk, based on various factors including geographic location, competitive environment, expenses, reinsurance requirements and other reasonable considerations, but in no event shall the charge be less than \$0.35 per thousand dollars of liability. In the event special pricing consideration is granted, Underwriter shall require that Stewart realize, net of reinsurance costs and net of that portion of the charge or charge to the public retained by Stewart's title insurance agent, not less than \$0.35 per \$1,000 of retained liability.

Underwriter reserves the right to decline any application or may at any time on notification to the applicant, cancel any application accepted as long as a binder for insurance has not been issued.

## **DEFINITIONS**

TERM	DEFINITION
ALTA	American Land Title Association
Basic Schedule of Charges	The charge to be applied for any standard coverage title policy when no discount or reissue rate is available.
Charge	The rate for a title insurance policy or endorsement. A charge does not include the abstracting, searching and examination fee. As used herein, a charge does not include any settlement fee, trustee fee, attorney fee, surveying fee, inspection fee, document fee, closing fee, escrow fee or any other fee associated with escrow. A charge for an endorsement may be reduced based on any permitted reduction to a policy as stated within this manual.
Commercial	"Commercial policies" for the purposes of insurance rates only includes bulk purchase or refinance of multiple residential dwellings, multi-family structures intended for the use of 5+ families, undeveloped lots, or real estate intended principally for business, commercial, industrial, religious, educational or agricultural purposes even if some portion of the real estate is used for residential purposes.
Construction Loan	A loan for the purpose of construction of on-site improvements to the property to be insured. The term does not include a loan for off-site improvements such as streets and utilities.
Extended Coverage	The deletion of part or all of the standard exception from coverage. Extended Coverage may also be created by issuing certain endorsements. An endorsement creating Extended Coverage that provides additional affirmative assurances requires an additional charge for both the Extended Coverage as well as the charge for the endorsement
Fair Value	The sale price, including any encumbrances being assumed by the buyer, except that where no sale is involved, the Fair Value is determined based on available information, but in no event is less than the sum of all the monetary encumbrances to which the title is subject

TERM	DEFINITION		
Full Principal Debt	The amount of an Insured Mortgage that is secured by land less any of the debt secured by personal property or uninsured real property interests		
Full Value of Land	The actual purchase price or, if no sale is involved, the full reasonable value as may be agreed upon between the insurer and the proposed insured. On leasehold estates, the full value of the land is the aggregate of the rentals payable under the primary term of the lease or the full value of the land as herein defined, whichever is less.		
Homeowner's Policy aka Enhanced Policy	The American Land Title Association Homeowner's Policy of Title Insurance.		
Increased Liability Amount	Amount in excess of the original policy amount.		
Insured	The person or entity named as the Insured in the policy of title insurance or other indemnity		
Land, Premises, or Property	The property described in Schedule A of a title insurance policy or commitment including any improvements affixed thereto which by operation of law constitute real property. The property described in Schedule A may be limited by exception as set out in Schedule B of the title insurance policy or commitment		
Loan Policy	A title insurance policy insuring a lender or assignee/successor of a lender.		
	A determination based on whether a minimal risk or no risk is involved in the issuance of a title insurance policy or endorsement to a policy. The determination of No Material Risk Factors is based on the evaluation of the following factors:		
	(1) whether a notice has been filed on the State Construction Registry indicating construction has commenced prior to the recording of the insured security;		
Material Risk Factors	(2) whether any mechanics' liens have been recorded within 1 year of the commitment;		
	(3) whether a recent survey meeting the minimum detail standards of the ALTA/National Society of Professional Surveyors has been conducted showing no encroachment, boundary conflict, overlap and the ease of finding a government monument;		
	(4) whether the land has been recently subdivided into a platted subdivision or regularly surveyed tract.		
Minimum Charge	The minimum charged to an applicant or insured shall be the lowest charge shown in the Basic Schedule of Charges in each of the foregoing pricing charts.		
Mortgage	A transfer of an interest in land, other than in trust, to secure performance of the obligation to pay back the indebtedness. The form of the mortgage may be a mortgage or other security instrument relating, at least in part, to land		
Owner's Policy	A title insurance policy insuring an owner, optionee, vendee, or lessee.		
Policy Form	Any title insurance policy or guarantee form filed by Stewart with the Commissioner of Insurance of this State.		
Residential	"Residential policies" for the purposes of insurance rates only mean title insurance policies that insure the title to real property having a single house, individual condominium unit, mobile home permanently affixed to real estate, or other dwelling unit intended primarily for the occupancy of from one to four (1-4) families or a single residential lot upon which the purchaser intends to build a one to four family dwelling.		
Simultaneous Issue	The issuance of two or more policies on identical land out of the same transaction. The effective dates of the policies do not have to be the same in order to qualify for a simultaneous issue; however, if the effective dates are not the same, these policies must have been able to have been issued the same date and a commitment to insure each interest insured must have been issued at the time of the consummation of the transaction.		

TERM	DEFINITION
	This refers to a title insurance policy that includes the standard regional exceptions in Schedule B of the Policy. American Land Title Association Owner's policies, and American Land Title Association Loan Policies with the following exceptions in Schedule B:
	1) Rights or claims of parties in possession not shown by the Public Records.
	2) Easements, or claims of easement, not shown by the Public Records.
	3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
Standard Coverage Owner's Policy and	4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
Standard Coverage Loan Policy	5) Taxes or special assessments which are not shown as existing liens by the Public Records.
	6) (a) Unpatented mining claims;
	(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
	(c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
	7) Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of West Virginia showing the general location of these rights of way).
Statewide	A filing made as to all counties (districts) based upon combined experience within the state.
Stewart	Stewart Title Guaranty Company
Surcharge	A charge in addition to the Basic Schedule of Charges for any policy or endorsement.
Underwriter	Stewart Title Guaranty Company

# B. COMMITMENTS TO INSURE

Stewart does not, and the agent may not, charge any fee for the issuance of commitments, sample policies, or pro-forma policies. Any commitment shall be effective for 6 months from the effective date stated therein. Stewart may issue a written endorsement extending the effective period of the commitment provided that:

- a. A request for extension is received prior to expiration of the commitment.
- b. The extension is for no more than 6 months.
- c. The effective date of the commitment remains unchanged.
- d. The commitment may not be extended for a total period of more than 2 years, or 5 years in the case of planned project commitments.

# C. SCHEDULE OF CHARGES FOR OWNER'S OR LEASEHOLD POLICIES

An owner's policy, insuring an estate or interest in land, will not be issued for less than full value of the land. An owner's policy insuring a leasehold estate will not be issued for less than the insurable interest of the lessee.

# 1. Charge for Residential Owner's or Leasehold Owner's Policy

The charge for an original owner's or leasehold owner's policy on **non-commercial** *(residential)* property shall be as follows:

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$3.90
Over \$100,000 to \$500,000, add	\$3.40
Over \$500,000 to \$5,000,000, add	\$3.00

LIABILITY AMOUNT	CHARGE PER THOUSAND
Over \$5,000,000 to \$10,000,000, add	\$2.00
Over \$10,000,000 to \$20,000,000, add	\$1.75
Over \$20,000,000, add	\$1.00
Minimum	\$200.00 (fixed)

# 2. Charge for Commercial Owner's or Leasehold Owner's Policy

The charge for an original owner's or leasehold owner's policy on *commercial* property shall be as follows:

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$150,000	\$4.00
Over \$150,000 to \$500,000, add	\$3.00
Over \$500,000 to \$1,000,000, add	\$2.50
Over \$1,000,000 to \$5,000,000, add	\$2.00
Over \$5,000,000 to \$10,000,000, add	\$1.50
Over \$10,000,000 to \$25,000,000, add	\$1.00
Over \$25,000,000, add	\$0.75
Minimum	\$250.00 (fixed)

# 3. ALTA Homeowner's Policy of Title Insurance

The charge for an ALTA Homeowner's Policy of Title Insurance *(residential improved property only)* shall be:

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$4.68
Over \$100,000 to \$500,000, add	\$4.08
Over \$500,000 to \$5,000,000, add	\$3.60
Over \$5,000,000 to \$10,000,000, add	\$2.40
Over \$10,000,000 to \$20,000,000, add	\$2.10
Over \$20,000,000, add	\$1.20
Minimum	\$200.00 (fixed)

## 4. Reissue Charge for Owner's or Leasehold Policies

A. Reissue charges shall be 70% of the charge for an original owner's or leasehold policy as set out above, up to the amount of insurance of the previous owner's or leasehold policy. Original title insurance charges for an owner's or leasehold policy will be charged for any amount exceeding the previous owner's or leasehold policy amount.

The Company is under no obligation to seek or make a determination of the existence of a previous policy. The minimum charge shall be \$200.00.

- B. Reissue charges are available for an owner's or leasehold policy when:
  - 1. The same property has been insured by an owner's or leasehold policy issued within 10 years prior to such application by any title insurance company authorized to conduct business in the state of West Virginia; or
  - 2. The insured, under a loan policy issued by Stewart, acquires title by foreclosure or by voluntary conveyance in extinguishment of debt.

#### D. SCHEDULE OF CHARGES FOR LOAN POLICIES

A loan or mortgage policy will not be issued for an amount less than the full principal debt. A loan policy can, however, be issued for an amount up to 25% in excess of the principal debt to cover interest, foreclosure cost, etc.

The loan or mortgage insurance expires with the payment or satisfaction of the mortgage described in the policy, except when satisfied by foreclosure or other lawful means of acquiring title in settlement of the mortgage debt. A new mortgage given to renew an old mortgage debt which was originally covered by insurance is a new transaction, creating new liability. If insured, the new transaction requires payment of the original title insurance charges for loans of mortgage, unless it falls within the classification of "Refinance Charge for Loan Policies".

# 1. Charge for Residential Loan or Mortgage Policy

The charge for an original loan or mortgage insurance policy on *non-commercial (residential)* property shall be:

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$100,000	\$2.90
Over \$100,000 to \$500,000, add	\$2.40
Over \$500,000 to \$5,000,000, add	\$2.00
Over \$5,000,000 to \$10,000,000, add	\$1.50
Over \$10,000,000 to \$20,000,000, add	\$1.00
Over \$20,000,000, add	\$0.75
Minimum	\$200.00 (fixed)

# 2. Charge for Commercial Loan or Mortgage Policy

The charge for an original loan or mortgage insurance policy on *commercial* property shall be:

LIABILITY AMOUNT	CHARGE PER THOUSAND
\$0 to \$150,000	\$3.00
Over \$150,000 to \$500,000, add	\$2.00
Over \$500,000 to \$1,000,000, add	\$1.50
Over \$1,000,000 to \$5,000,000, add	\$1.25
Over \$5,000,000 to \$10,000,000, add	\$1.00
Over \$10,000,000 to \$25,000,000, add	\$0.75
Over \$25,000,000, add	\$0.60
Minimum	\$250.00 (fixed)

# 3. Charge for any Subordinated Mortgage or Loan Policy

The charges for title insurance on second mortgages or loan transactions shall be the same as on first mortgage transactions. The minimum charge shall be \$200.

## 4. Refinance Charge for Loan Policies

The refinance charge shall be 70% of the original issue charges up to the face amount of the mortgage being refinanced. The original issue charges in the applicable bracket will apply to coverage in excess of the previous mortgage amount. A refinance charge applies for policies insuring a replacement or refinance loan on property subject to an institutional mortgage dated and recorded within the previous 10 years. Stewart is under no obligation to seek or make a determination of the existence of a previous policy. The minimum charge shall be \$200.

# 5. ALTA Expanded Coverage Residential Loan Policies and ALTA Short Form Expanded Coverage Residential Loan Policies

The charges for the ALTA Expanded Coverage Residential Loan Policies and the ALTA Short Form Expanded Coverage Residential Loan Policies will be 120% of the charge applicable for the Original Loan (Mortgagee's) Policy for West Virginia plus any additional charges for endorsements, if any, issued separately or included in the ALTA Expanded Coverage Residential Loan Policy coverages.

# 6. ALTA Short Form Residential Loan Policy and ALTA Short Form Residential Loan Policy – Current Violations

The charge for these policies is the same as the charges for the original loan policy set out in this manual.

#### 7. Foreclosure Insurance Policy

The charge for the ALTA Limited Pre-Foreclosure Policy shall be 40% of the Original Mortgagee Loan Policy charge with a minimum charge of \$85. A credit of 50% of the charge paid for the Policy and Down Date Endorsement would be provided on one Owner's Policy issued at the Foreclosure Sale or to the purchaser from the original purchaser if the new policy is issued within 24 months after the recordation of the Foreclosure Sale Deed.

# 8. ALTA Residential Limited Coverage Junior Loan Policy and ALTA Short Form Residential Limited Coverage Junior Loan Policy

The charge for the Limited Coverage Junior Loan Policy shall be \$2.00 per \$1,000, with a minimum charge of \$85.

Upon application, Stewart may insure the ALTA Residential Limited Coverage Junior Loan Policy or the ALTA Short Form Residential Limited Coverage Junior Loan Policy to an insured affording limited liability based upon a search for specific types of interest shown by the public record.

The ALTA Short Form Commitment may be used when we commit to issue a Short Form Residential Loan Policy or Short Form Expanded Coverage Residential Loan Policy.

## 9. ALTA Residential Limited Coverage Mortgage Modification Policy

The charge for the ALTA Residential Limited Coverage Mortgage Modification Policy shall be \$150.00. The ALTA Residential Limited Coverage Mortgage Policy may be issued in connection with a modification of a mortgage by an institutional lender covering one-to-four residential real property or condominiums. The rate shall not include any charges for separate services, including abstracting or search services, or recording, that are provided to institutional lenders.

## E. SIMULTANEOUS ISSUE TRANSACTIONS

POLICY COMBINATION	CHARGE FOR POLICY WITH HIGHER LIABILITY	CHARGE FOR POLICY WITH LOWER LIABILITY
Owner's and Leasehold	100% of the Basic Schedule of Charges	30% of the Original Title Insurance Charge for Owner's or Leasehold Policy; minimum \$100
Owner's or Leasehold and Loan	100% of the Basic Schedule of Charges	\$100

## F. CLOSING PROTECTION LETTERS

The fees to be charged for a Closing Protection Letter ("CPL") shall be \$50 for a lender or purchaser, and \$75 for a seller. A fee shall be charged to each party receiving the benefit of the CPL. The entire amount of the CPL fee, rate, or charge shall be remitted to Underwriter for providing a CPL. In the event of a second mortgage or HELOC by a lender other than the primary lender, an additional fee of \$50 per letter would be charged. A CPL is available as an option to the parties of real property transactions covering property located in the State of West Virginia. The CPL is designed to be issued as a single-transaction letter for specific real estate transactions. Title insurance must be purchased as a condition for a CPL to become an available option. The election for a CPL must be made prior to or at the time of closing. The protection is available to the lender, purchaser, or seller.

# G. MISCELLANEOUS

# 1. Policies Insuring Transfers from a Decedent's Estate

When property is transferred to a bona fide purchaser for value, or to secure a loan, and the property belonged to a decedent whose death occurred within the one year preceding the date of the transfer, Underwriter will require protection from the transferor against the possible claims of creditors of the deceased. In order to issue a policy without exception for the rights of potential creditors, Underwriter will require:

- a) a Decedent's Debt Bond in the minimum amount of the policy to be issued, procured through a commercial bondsman, naming Stewart as loss payee; OR
- b) The proceeds from the transaction be escrowed with Stewart until the one year has passed from date of death, together with an Indemnity and Escrow Agreement executed by the transferor; OR
- c) Payment of an extra-hazardous risk charge to Stewart in the amount of 0.002 of the sales price, or 0.002 of the amount a refinance loan exceeds the indebtedness against the property, together with an Indemnity Agreement executed by the transferor.

The transferor has the option to choose from the above three methods. If the transferor elects to escrow the proceeds, the entire net amount should be sent to Stewart at the following address: 1802 Bayberry Court #305, Richmond, VA 23226, with the signed Indemnity and Escrow Agreement and the transferor's taxpayer identification number. Stewart will deposit the funds in a federally insured bank as Escrowee for transferor, and will return the proceeds to the transferor at the end of the one-year period, less any expenditures from the fund to pay debts of the decedent.

#### H. ENDORSEMENTS

Endorsements for special or unusual risks that are requested by the insured and acceptable to Underwriter may be issued and charged for pursuant to the schedule below.

There will be no charge made for the standard residential one-to-four family ALTA Endorsements that are not listed as having specific charges.

Endorsements issued for commercial transactions that are requested by the insured and acceptable to Underwriter may be issued for a collective additional charge of 10% of the original charge with a minimum of \$150, except for ultra-hazardous endorsements which Stewart may designate from time to time. The charge for the ultra-hazardous endorsements, if issued with all other endorsements, would be an additional 10% charge with a minimum of \$50. If issued alone,

the charge for the ultra-hazardous endorsements would be 20% of the original charge with a minimum of \$150. In the chart below, ultra-hazardous endorsements are designated with "\*".

ALTA Series	Description	Charge
1	Street Assessments	\$100
3*	Zoning	20% with \$150 minimum
3.1*	Zoning-Completed Structure	20% with \$150 minimum
3.2*	Zoning-Land Under Development	20% with \$150 minimum
4	Condominium	No Charge
4.1	Condominium	No Charge
5	Planned Unit Development	No Charge
5.1	Planned Unit Development	No Charge
6	Variable Rate Mortgage	No Charge
6.2	Variable Rate Mortgage-Negative Amortization	No Charge
7	Manufactured Housing Unit	\$25
7.1	Manufactured Housing Unit-Conversion; Loan	\$25
7.2	Manufactured Housing Unit-Conversion; Owner	\$25
8.1	Environmental Protection Lien	No Charge for residential; \$25 commercial
8.2	Commercial Environmental Protection Lien	\$50 for residential; 10% with \$125 min commercial
9	Restrictions, Encroachments, Minerals	No Charge for residential; \$250 commercial
9.1	Restrictions, Encroachments, Minerals – Unimproved Land	\$50 residential; \$250 commercial
9.2	Restrictions, Encroachments, Minerals – Improved Land	\$50 residential; \$250 commercial
9.3	Restrictions, Encroachments, Minerals	No Charge for residential; \$250 commercial
9.6	Private Rights - Loan Policy	No Charge for residential; \$250 commercial
9.6.1	Private Rights – Current Assessments – Loan Policy	No charge for residential; \$250 commercial
9.7	Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy	10% with \$100 minimum
9.8	Covenants, Conditions, and Restrictions – Land Under Development – Owner's Policy	10% with \$100 minimum
9.9	Private Right – Owner's Policy	10% with \$100 minimum
9.10	Restrictions, Encroachments, Minerals – Current Violations – Loan Policy	No Charge for residential; \$250 commercial
10	Assignment	\$150
10.1	Assignment & Date Down	\$150
11	Mortgage Modification	\$0.20/\$1000 (WV liability only); \$250 min.
11.1	Mortgage Modification with Subordination	\$0.20/\$1000 (WV liability only); \$250 min.
11.2	Mortgage Modification with Additional Amount of Insurance	Basic charge for a loan policy on the additional amount of insurance
12	Aggregation	\$0.10/\$1000 (WV liability only); \$100 min.
12.1	Aggregation - State Limits - Loan Policy	\$0.10/\$1000 (WV liability only); \$100 min.
13	Leasehold-Owner's	\$50
13.1	Leasehold-Loan	\$50
14	Future Advance-Priority (with and without MML)	10% or minimum \$125 residential; commercial min \$200
14.1	Future Advance-Knowledge (with and without MML)	10% or minimum \$125 residential; commercial min \$200
14.2	Future Advance-Letter of Credit (with and without MML)	10% or minimum \$125 residential; commercial min \$200
14.3	Future Advance-Reverse Mortgage (with and without MML)	10% or minimum \$125 residential; commercial min \$200
15	Nonimputation-Full Equity Transfer	10% or minimum \$125 residential; commercial min \$200
15.1	Nonimputation-Additional Insured	10% or minimum \$125 residential; commercial min \$200

ALTA Series	Description	Charge
15.2	Nonimputation-Partial Equity Transfer	10% or minimum \$125 residential; commercial min \$200
16	Mezzanine Financing	5% of the original charge for the owner policy
17	Access and Entry	\$100
17.1	Indirect Access and Entry	\$100
17.2	Utility Access	\$100
18	Single Tax Parcel	\$100
18.1	Multiple Tax Parcel	\$100
18.2	Multiple Tax Parcel	\$100
19	Contiguity-Multiple Parcels	\$100
19.1	Contiguity-Single Parcel	\$100
19.2	Contiguity - Specified Parcels	\$100
20	First Loss-Multiple Parcel Transactions	10% with \$100 minimum
22	Location	\$100
22.1	Location and Map	\$100
23	Co-Insurance – Single Policy	No Charge
23.1	Co-Insurance – Multiple Policies	No Charge
24	Doing Business	\$100
25	Same As Survey	\$100
25.1	Same as Portion of Survey	\$100
26	Subdivision	\$50
27	Usury	10% with \$100 minimum
28	Easement-Damage or Enforced Removal	\$100
28.1	Encroachments – Boundaries and Easements	\$100
28.2	Encroachments – Boundaries and Easements – Described Improvements	\$100
28.3	Encroachments – Boundaries and Easements – Described Improvements and Land Under Development	\$100
29	Interest Rate Swap Endorsement-Direct Obligation	10% of the original charge with \$100 min. when issued with policy; \$200 min. issued after policy
29.1	Interest Rate Swap Endorsement-Additional Interest	10% of the original charge with \$100 min. when issued with policy; \$200 min. issued after policy
29.2	Interest Rate Swap Endorsement-Direct Obligation-Defined Amount	The charge will be based on the applicable increase in liability for the additional amount of insurance set forth in the endorsement based on the basic schedule of charges
29.3	Interest Rate Swap Endorsement-Additional Interest – Defined Amount	The charge will be based on the applicable increase in liability for the additional amount of insurance set forth in the endorsement based on the basic schedule of charges
30	One To Four Family Shared Appreciation  Mortgage	\$50
30.1	Commercial Participation Interest	10% or minimum \$100
31	Severable Improvements	10% of the original charge; \$100 minimum
32	Construction Loan – Loss of Priority	10% of the original charge; \$100 minimum
32.1	Construction Loan – Loss of Priority – Direct Payment	10% of the original charge; \$100 minimum
32.2	Construction Loan – Loss of Priority – Insured's Direct Payment	10% or minimum \$100
33	Disbursement	\$50 residential; \$100 commercial
34	Identified Risk Coverage	\$50
35	Minerals and Other Subsurface Substances – Buildings	10% or minimum \$250

ALTA Series	Description	Charge
35.1	Minerals and Other Subsurface Substances – Improvements	10% or minimum \$250
35.2	Minerals and Other Subsurface Substances – Described Improvements	10% or minimum \$250
35.3	Minerals and Other Subsurface Substances – Land Under Development	10% or minimum \$250
36	Energy Project – Leasehold/Easement – Owner's	10% or minimum \$250
36.1	Energy Project - Leasehold/Easement - Loan	10% or minimum \$250
36.2	Energy Project - Leasehold - Owner's	10% or minimum \$250
36.3	Energy Project - Leasehold - Loan	10% or minimum \$250
36.4	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner's	10% or minimum \$250
36.5	Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan	10% or minimum \$250
36.6	Energy Project - Encroachments	10% or minimum \$250
36.7	Energy Project - Fee Estate - Owner's Policy	10% or minimum \$250
36.8	Energy Project - Fee Estate - Loan Policy	10% or minimum \$250
37	Assignment of Rents or Leases	\$50
38	Mortgage Tax	\$50
39	Policy Authentication	\$50
40	Tax Credit – Owner's Policy	\$100
40.1	Tax Credit – Defined Amount – Owner's Policy	Amount of insurance charge; \$100 minimum
41	Water – Buildings	10%; \$100 minimum
41.1	Water – Improvements	10%; \$100 minimum
41.2	Water – Described Improvements	10%; \$100 minimum
41.3	Water – Land Under Development	10%; \$100 minimum
42	Commercial Lender Group	\$100
43	Anti-Taint Anti-Taint	\$100
44	Insured Mortgage Recording	\$100
45	Pari Passu Mortgage – Loan Policy	\$100
46	Option	10% or minimum \$100
	ALTA Limited Pre-Foreclosure Policy – Date- Down Endorsement	\$25
JR1	JR 1 Endorsement	\$25
JR2	JR 2 (Future Advance) Endorsement	\$25

Other Endorse- ments	Description	Charge
E-6404	WV Arbitration Endorsement 1	No Charge
E-6406	WV Paragraph 11 Endorsement 1	No Charge
E-6407	WV Paragraph 12 Endorsement 1	No Charge
	STG Fairway	5% of charge /\$100 minimum
	Going Concern	5% of charge /\$100 minimum
	STG Last Dollar	5% of charge /\$125 minimum
	UCC Endorsement	15% of charge /\$100 minimum
	Date Down Endorsement	\$50