



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

This manual is for the use of Stewart Title Guaranty Company's Title Insurance Policy Issuing Attorneys, Agents, and Offices. Any other use or reproduction of this manual is prohibited.

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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
<b>ALTA</b>	American Land Title Association
<b>Basic Schedule of Charges</b>	The charge to be applied for any standard coverage title policy when no discount or reissue rate is available.
<b>Charge</b>	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.
<b>Commercial</b>	"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.
<b>Construction Loan</b>	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.
<b>Extended Coverage</b>	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
<b>Fair Value</b>	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
<b>Full Principal Debt</b>	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
<b>Full Value of Land</b>	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.
<b>Homeowner's Policy aka Enhanced Policy</b>	The American Land Title Association Homeowner's Policy of Title Insurance.
<b>Increased Liability Amount</b>	Amount in excess of the original policy amount.
<b>Insured</b>	The person or entity named as the Insured in the policy of title insurance or other indemnity
<b>Land, Premises, or Property</b>	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
<b>Loan Policy</b>	A title insurance policy insuring a lender or assignee/successor of a lender.
<b>Material Risk Factors</b>	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; (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.
<b>Minimum Charge</b>	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.
<b>Mortgage</b>	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
<b>Owner's Policy</b>	A title insurance policy insuring an owner, optionee, vendee, or lessee.
<b>Policy Form</b>	Any title insurance policy or guarantee form filed by Stewart with the Commissioner of Insurance of this State.
<b>Residential</b>	"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.
<b>Simultaneous Issue</b>	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
<b>Standard Coverage Owner's Policy and Standard Coverage Loan Policy</b>	<p>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:</p> <ol style="list-style-type: none"> <li>1) Rights or claims of parties in possession not shown by the Public Records.</li> <li>2) Easements, or claims of easement, not shown by the Public Records.</li> <li>3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.</li> <li>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.</li> <li>5) Taxes or special assessments which are not shown as existing liens by the Public Records.</li> <li>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.</li> <li>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).</li> </ol>
<b>Statewide</b>	A filing made as to all counties (districts) based upon combined experience within the state.
<b>Stewart</b>	Stewart Title Guaranty Company
<b>Surcharge</b>	A charge in addition to the Basic Schedule of Charges for any policy or endorsement.
<b>Underwriter</b>	Stewart Title Guaranty Company

**B. COMMITMENTS TO INSURE**

Stewart allows, and the agent may, charge a fee of up to \$250.00 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. BASIC 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	\$4.80
\$100,001 to \$1,000,000, add	\$3.60
\$1,000,001 to \$5,000,000, add	\$2.40
\$5,000,001 to \$15,000,000, add	\$1.80
\$15,000,001 to \$20,000,000, add	\$1.65
\$20,000,001 to \$50,000,000, add	\$1.00
Over \$50,000,000	\$.75
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 \$100,000	\$4.80
\$100,001 to \$1,000,000, add	\$3.60
\$1,000,001 to \$5,000,000 add	\$2.40
\$5,000,001 to \$15,000,000, add	\$1.80
\$15,000,001 to \$20,000,000, add	\$1.65
Over \$20,000,001 to \$50,000,000, add	\$1.00
Over \$50,000,000	\$0.75
Minimum	\$200.00 (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	\$5.76
\$100,001 to \$ \$1,000,000, add	\$4.32
\$1,000,001 to \$5,000,000, add	\$2.88
\$5,000,001 to \$15,000,000, add	\$2.16
\$15,000,001 to \$20,000,000, add	\$1.98
\$20,000,001 to \$50,000,000, add	\$1.20
Over \$50,000,000, add	\$.90
Minimum	\$200.00 (fixed)

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

A. Reissue charges shall be 70% of the charge for an original owner's, homeowner's or leasehold policy as set out above, up to the amount of insurance of the previous owner's, homeowner's or leasehold policy. Original title insurance charges for an owner's, homeowner's or leasehold policy will be charged for any amount exceeding the previous owner's, homeowner'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, homeowner's or leasehold policy when:
1. The same property has been insured by an owner's, homeowner'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. BASIC 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	\$3.45
\$100,000 to \$500,000, add	\$3.00
\$500,000 to \$1,000,000, add	\$2.30
\$1,000,001 to \$5,000,000, add	\$1.75
\$5,000,001 to \$10,000,000, add	\$1.50
\$10,000,001 to \$50,000,000, add	\$1.10
Over \$50,000,001, add	\$.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 \$100,000	\$3.45
\$100,001 to \$500,000, add	\$3.00
\$500,001 to \$1,000,000, add	\$2.30
\$1,000,001 to \$5,000,000, add	\$1.75
\$5,000,001 to \$10,000,000, add	\$1.50
\$10,000,001 to \$50,000,000, add	\$1.10
Over \$50,000,000	\$.75
Minimum	\$200.00 (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

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 rates to be charged are outlined in the chart below for a standard loan policy. The refinance charge for an ALTA Expanded Coverage Residential Loan Policy will be 120% of the charges delineated in the chart below.

AMOUNT OF INSURANCE	RATE PER \$1,000.00
\$0 to \$100,000	\$3.00
\$100,001 to \$500,000, add	\$2.25
\$500,001 to \$1,000,000, add	\$1.75
\$ \$1,000,001 to \$5,000,000, add	\$1.25
\$5,000,001 to \$10,000,000, add	\$1.00
\$10,000,001 to \$50,000,000, add	\$0.85
Over \$50,000,000, add	\$0.60
Minimum	\$200.00 (fixed)

#### 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

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**

This section applies to the issuance of an ALTA Residential Limited Coverage Mortgage Modification Policy in connection with an owner-occupied, one-to-four family residence loan(s) issued by an institutional lender to the same mortgagee. The charge for policies issued under this section shall be as follows:

AMOUNT OF INSURANCE	FLAT RATE
\$0 to \$1,000,000	\$125.00
\$1,000,001 to \$1,500,000	\$250.00
\$1,500,001 to \$2,000,000	\$350.00

**For each \$500,000, or fraction thereof above \$2,000,000 up to and including \$20,000,000, add \$100.**

**E. SIMULTANEOUS ISSUE TRANSACTIONS**

POLICY COMBINATION	CHARGE FOR POLICY	CHARGE FOR POLICY
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 \$200
Owner's or Leasehold and Loan	100% of the Basic Schedule of Charges	\$200

In the event, that the value of loan policy should exceed the value of the owner's policy, any excess amount shall be calculated based upon applicable policy rates.

**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 \$2.00 per \$1,000.00 of the sales price, or \$2.00 per \$1,000.00 of the amount a refinance loan exceeds the indebtedness against the property, together with an Indemnity Agreement executed by the transferor. Minimum charge of \$250.00.

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 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.

### **1. Endorsements to Owner's and Loan Policies**

Each endorsement to any policy shall be issued for the price of the additional premium for each policy, separately. Where the additional endorsement premium is to be a percentage, the premium for the endorsement will be the stated percentage of the greater of:

- A. the premium computed for the policy to which the endorsement is to be attached; or
- B. if the policy to which the endorsement is to be attached is computed at Simultaneous Issue rates, then the premium which would have applied to the policy had it not been issued at Simultaneous Issue rates.

<b>ALTA Series</b>	<b>Description</b>	<b>Charge</b>
1	Street Assessments	\$100
3	Zoning	\$.20/\$1000: min \$250
3.1	Zoning-Completed Structure	\$.20/\$1000: min \$250
3.2	Zoning-Land Under Development	\$.20/\$1000: min \$250
3.3	Zoning – Completed Improvement – Non-Conforming Use	\$.20/\$1000: min \$250
3.4	Zoning – No Zoning Classification	\$.20/\$1000: min \$250
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	\$100
7.1	Manufactured Housing Unit-Conversion; Loan	\$100
7.2	Manufactured Housing Unit-Conversion; Owner	\$100
8.1	Environmental Protection Lien	No Charge for residential; commercial 10% min \$200
8.2	Commercial Environmental Protection Lien	\$50 for residential; 10% with \$200 min commercial
9	Restrictions, Encroachments, Minerals	No Charge for residential; 10% min 500 commercial
9.1	Restrictions, Encroachments, Minerals – Unimproved Land	\$100 for residential; 10% \$500 min commercial
9.2	Restrictions, Encroachments, Minerals – Improved Land	\$100 for residential; 10% min \$500 commercial
9.3	Restrictions, Encroachments, Minerals	No Charge for residential; 10% min \$500 commercial
9.6	Private Rights – Loan Policy	No Charge for residential; 10% min \$500 commercial
9.6.1	Private Rights – Current Assessments – Loan Policy	No charge for residential; 10% min \$500 commercial
9.7	Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy	10% with \$200 minimum for residential; 20% min \$500 commercial
9.8	Covenants, Conditions, and Restrictions – Land Under Development – Owner's Policy	10% with \$200 minimum for residential; 10% min \$500 commercial
9.9	Private Right – Owner's Policy	\$100 for residential; 10% min \$500 commercial
9.10	Restrictions, Encroachments, Minerals – Current Violations – Loan Policy	\$100 for residential; 10% min \$500 commercial
10	Assignment	Within one (1) year from the effective date of the existing Loan Policy: \$.25 per \$1,000 of insurance: After one (1) year from the effective date of policy: \$.50 per \$1,000 of insurance regardless of whether the mortgage was insured by the Company for residential; \$250 for commercial
10.1	Assignment & Date Down	Within one (1) year from the effective date of the existing Loan Policy: \$.25 per \$1,000 of insurance: After one (1) year from the effective date of policy: \$.50 per \$1,000 of insurance regardless of whether the mortgage was insured by the Company for residential; \$500 for commercial
10.2	Collateral Assignment	Within one (1) year from the effective date of the existing Loan Policy: \$.25 per \$1,000 of insurance: After one (1) year from the

ALTA Series	Description	Charge
		effective date of policy: \$.50 per \$1,000 of insurance regardless of whether the mortgage was insured by the Company for residential; \$250 for commercial
10.3	Collateral Assignment & Date Down	Within one (1) year from the effective date of the existing Loan Policy: \$.25 per \$1,000 of insurance: After one (1) year from the effective date of policy: \$.50 per \$1,000 of insurance regardless of whether the mortgage was insured by the Company for residential; \$500 for commercial
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 for residential; \$.20/\$1000; \$250 min on existing liability PLUS increased liability over the original rates in the applicable bracket for commercial
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	N/C
13.1	Leasehold-Loan	N/C
14	Future Advance-Priority (with and without MML)	10% or minimum \$100 residential; commercial min \$200
14.1	Future Advance-Knowledge (with and without MML)	10% or minimum \$100 residential; commercial min \$200
14.2	Future Advance-Letter of Credit (with and without MML)	10% or minimum \$100 residential; commercial min \$200
14.3	Future Advance-Reverse Mortgage (with and without MML)	10% or minimum \$100 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
15.2	Nonimputation-Partial Equity Transfer	10% or minimum \$125 residential; commercial min \$200
16	Mezzanine Financing	10% min \$200
17	Access and Entry	\$25; Commercial \$200
17.1	Indirect Access and Entry	\$25; Commercial \$200
17.2	Utility Access	N/C; Commercial \$200
18	Single Tax Parcel	\$25
18.1	Multiple Tax Parcel	\$25
18.2	Multiple Tax Parcel	\$25
18.3	Single Tax Parcel and ID	\$25
19	Contiguity-Multiple Parcels	N/C
19.1	Contiguity-Single Parcel	\$200
19.2	Contiguity – Specified Parcels	N/C
20	First Loss-Multiple Parcel Transactions	N/C for residential; Commercial 10% min \$200
22	Location	\$25
22.1	Location and Map	\$25
22.2	Land Access	\$25 for residential; \$100 for commercial
23	Co-Insurance – Single Policy	No Charge
23.1	Co-Insurance – Multiple Policies	No Charge
24	Doing Business	N/C
25	Same As Survey	\$100
25.1	Same as Portion of Survey	\$100
26	Subdivision	\$100
27	Usury	N/C for residential; Commercial \$250

<b>ALTA Series</b>	<b>Description</b>	<b>Charge</b>
28	Easement-Damage or Enforced Removal	\$200 for residential; Commercial 10% min \$250
28.1	Encroachments – Boundaries and Easements	\$200 for residential; Commercial 10% min \$250
28.2	Encroachments – Boundaries and Easements – Described Improvements	\$200 for residential; Commercial 10% min \$250
28.3	Encroachments – Boundaries and Easements – Described Improvements and Land Under Development	\$200 for residential; Commercial 10% min \$250
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	N/C
30.1	Commercial Participation Interest	10% or minimum \$100
31	Severable Improvements	N/C for residential; Commercial 20% min \$500
32	Construction Loan – Loss of Priority	\$100 for residential; Commercial 10% min \$200
32.1	Construction Loan – Loss of Priority – Direct Payment	\$100 for residential; Commercial 10% min \$200
32.2	Construction Loan – Loss of Priority – Insured's Direct Payment	\$100 for residential; Commercial 10% min \$200
33	Disbursement	\$100 for residential; \$200 commercial
34	Identified Risk Coverage	\$100
34.1	Identified Exception and Identified Risk Coverage	\$100
35	Minerals and Other Subsurface Substances – Buildings	\$100
35.1	Minerals and Other Subsurface Substances – Improvements	\$100
35.2	Minerals and Other Subsurface Substances – Described Improvements	\$100
35.3	Minerals and Other Subsurface Substances – Land Under Development	\$100
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

<b>ALTA Series</b>	<b>Description</b>	<b>Charge</b>
36.9	Energy Project – Minerals and Other Subsurface Substances – Land Under Development	10% or minimum \$250
37	Assignment of Rents or Leases	\$50 for residential; Commercial \$200
38	Mortgage Tax	\$200
39	Policy Authentication	N/C
40	Tax Credit – Owner’s Policy	\$100
40.1	Tax Credit – Defined Amount – Owner’s Policy	\$100 plus additional amount of insurance set forth in endorsement at the original rates in the applicable bracket(s)
41	Water – Buildings	10%; \$100 minimum for residential; Commercial \$500
41.1	Water – Improvements	10%; \$100 minimum for residential; Commercial \$500
41.2	Water – Described Improvements	10%; \$100 minimum for residential; Commercial \$500
41.3	Water – Land Under Development	10%; \$100 minimum for residential; Commercial \$500
42	Commercial Lender Group	\$200
43	Anti-Taint	\$200
44	Insured Mortgage Recording	\$100
45	Pari Passu Mortgage – Loan Policy	\$500
46	Option	10% or minimum \$100
	ALTA Limited Pre-Foreclosure Policy – Date-Down Endorsement	\$25
47	Operative Law – 2006 Owner’s Policy	No charge
47.1	Operative Law – 2006 Loan Policy	No charge
47.2	Operative Law – 2013 Homeowner’s Policy	No charge
47.3	Operative Law – 2015 Expanded Coverage Residential Loan Policy	No charge
48	Tribal Waivers and Endorsements	No charge
48.1	Tribal Limited Waiver and Consent Agreement	No charge
49	Forgery – New Owner’s Policy - Residential	10%; \$200 minimum
49.1	Forgery – Existing Owner’s Policy - Residential	10%; \$200 minimum
JR1	JR 1 Endorsement	\$200
JR2	JR 2 (Future Advance) Endorsement	\$200

Other Endorsements	Description	Charge
	WV Arbitration Endorsement 1	No Charge
	WV Paragraph 11 Endorsement 1	No Charge
	WV Paragraph 12 Endorsement 1	No Charge
	WV Specific (Payment of Loss) Endorsement	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
	STG Secondary Market	No Charge
	General Endorsement	No Charge
	STG 2021 ALTA Homeowner's Endorsement	No Charge
	STG Amendment of Covered Risk 10 on 2021 ALTA Loan Policy	No Charge
	STG Deletion of PACA-PSA Exclusion	No Charge
	STG Post Policy Forgery Endorsement with 2021 ALTA Owner's Policy	No Charge

**SCHEDULE A**  
**SPECIAL PRODUCTS AVAILABLE FOR**  
**STEWART TITLE GUARANTY COMPANY**  
**ISSUANCE IN WEST VIRGINIA**

**I. The Article 9 Comprehensive Plus™ Policy of Title Insurance**

The basic charges for Article 9 Comprehensive Plus™ Policy are as follows:

LIABILITY	CHARGE per thousand
Up to \$100,000 of liability written	\$500.00 (fixed)
Over \$100,000 and up to \$300,000, add	\$3.85
Over \$300,000 and up to \$1,000,000, add	\$2.00
Over \$1,000,000 and up to \$3,000,000, add	\$1.50
Over \$3,000,000 and up to \$5,000,000, add	\$1.25
Over \$5,000,000 and up to \$10,000,000, add	\$1.00
Over \$10,000,000 and up to \$25,000,000, add	\$0.85
Over \$25,000,000 and up to \$50,000,000, add	\$0.65
Over \$50,000,000, add	\$0.50

All rates reflect the premium rate for the Article 9 Comprehensive Plus™ Policy, and do not include cost for reinsurance required by the insured, UCC searches, UCC preparation costs, and UCC filings charges and fees. Any order for the Article 9 Comprehensive Plus™ Policy must be placed and communications must be sent through websites or other electronic communications locations designated by Stewart for placement and receipt of order for the Article 9 Comprehensive Plus™ Policy.

The Article 9 Comprehensive Plus™ Policy of Title Insurance (Lender's) and the Article 9 Comprehensive Plus™ Policy of Title Insurance (Owner's) are title insurance policies that will be issued to owners of and lenders secured by liens on various types of collateral, including (if applicable) fixtures, timber, as-extracted collateral and other Collateral.

The Owner's Policy insures the owner against stated liens that may have attached to the Collateral.

The Lender's Policy insures the lender and primarily insures (1) against stated liens that may have attached to the Collateral, (2) that the Lender's lien has attached to the Collateral, and (3) that the Lender's lien has been perfected, as provided in the Policy.

**Simultaneous Rate**

If an Article 9 Comprehensive Plus™ Policy of Title Insurance (Owner's) is issued simultaneously with an Article 9 Comprehensive Plus™ Policy of Title Insurance (Lender's) the rate shall be the Original Charge for the Amount of Insurance for the policy with the larger amount of insurance, plus \$500 for the additional policy.

**Mixed Collateral Transactions**

In transactions of any amount where both personal property and real property secure the same indebtedness, and Stewart policies are simultaneously issued on both the real property and personal property, the rate for the Article 9 Comprehensive Plus™ Policies shall be 90% of the applicable rate, but in no event less than \$500 for each policy.

## II. Secondary Market Short Form Residential Loan Policy One-To-Four Family

The charge for the Secondary Market Short Form Residential Loan Policy One-To-Four Family will be based on the charges for the loan transaction as indicated as follows for each range set out below:

LIABILITY AMOUNT	CHARGE
Up to \$250,000	\$350
Over \$250,000 and up to \$500,000	\$450
Over \$500,000 and up to \$750,000	\$550
Over \$750,000 and up to \$1,000,000	\$650
Over \$1,000,000 and up to \$1,500,000	\$750

The Secondary Market Short Form Residential Loan Policy One-to-Four Family policy is designed to provide limited title insurance that meets the title insurance requirements of the Guides of Fannie Mae and Freddie Mac. The Policy is available for first lien refinance and first lien home equity loans as well as first lien purchase transactions. In the latter case, a full priced owner policy will be issued where applicable. The Policy does not contain all of the insuring provisions of the regular ALTA Loan Policy and does not contain specific title exceptions as to matters recorded in the public records. The policy does insure the validity and priority of the mortgage and does insure against title matters to the extent required by the Guides of Fannie Mae and Freddie Mac. This form has been approved by Fannie Mae and Freddie Mac, so its coverage will be acceptable to the lending community. The Policy would be issued only for one-to-four family improved residential properties in established subdivisions for mortgages issued to institutional lienholders.

The policy has been specifically designed for Internet originated loans and the pricing and cost structure has been designed for a centrally processed, Internet ordered title insurance product. In order to produce this Policy at a reduced charge, Stewart would issue it (in accordance with any applicable state law) only if the order, applicable legal description or address, and names of parties to loan transaction for issuance were placed and communications were sent electronically through websites or other electronic communications locations explicitly designated by Stewart for placement of the Secondary Market Short Form Residential Loan Policy One-To-Four Family. To the extent allowed by applicable federal and state law, the policies would be delivered electronically to lenders, if such delivery is acceptable to lenders, using the same software platforms used for order.

## III. Modification Guarantee

The charge for the Modification Guarantee shall be \$150. The charge for each continuation or down date shall be \$25. The charge shall not include any charges for separate services, including abstracting or search services, or recording, that are provided to institutional lenders. The Modification Guarantee may be issued in connection with a modification of a mortgage by an institutional lender covering one-to-four residential real property only if the order, applicable legal description or address, and names of parties to the modification for issuance are placed and communications sent electronically through websites or other electronic communications to locations explicitly designated by Stewart for placement or orders for the Modification Guarantee. The Modification Guarantee may be modified and extended by one or more continuations or down dates.

#### IV. Centralized Processing Loan and Refinance Rate (CPLR) for Issuance of an ALTA Short Form Residential Loan Policy

The Centralized Processing Loan and Refinance Rate (CPLR) is the fee charged for an ALTA Short Form Residential Loan Policy on existing, improved one-to-four family residential property for loan transactions.

The CPLR applies only when all of the following conditions are met:

1. The residential property is an existing, improved, one-to-four family residence;
2. The order is opened electronically and processed through the title agent's centralized processing department;
3. The loan proceeds are not used for the financing of the acquisition of property in a concurrent purchase transaction;
4. The preliminary report and/or title commitment is issued and delivered electronically and contains only generic exceptions for such matters like easements and covenants, conditions, and restrictions;
5. The title policy is issued and delivered electronically and contains only generic exceptions for such matters like easements and covenants, conditions, and restrictions;
6. The lender's title policy issued is an ALTA Short Form Residential Loan Policy;
7. Lender policy premium is inclusive of standard lender endorsements; and
8. In order to offer this rate, an agent or any office thereof offering this rate must have a multi-state presence and has been expressly authorized in writing by the Company.

The charge for the Centralized Processing Loan and Refinance Rate is as follows:

<b>Range of Liability</b>	<b>Fee</b>
Up to and including \$250,000	\$350
Over \$250,000 and up to and including \$500,000	\$450
Over \$500,000 and up to and including \$750,000	\$550
Over \$750,000 and up to and including \$1,000,000	\$650
Over \$1,000,000 and up to and including \$1,500,000	\$750
Over \$1,500,000 and up to and including \$2,000,000	\$950
Over \$2,000,000 and up to and including \$2,500,000	\$1,150
Over \$2,500,000 and up to and including \$3,000,000	\$1,350
Over \$3,000,000 and up to and including \$4,000,000	\$1,750
Over \$4,000,000 and up to and including \$5,000,000	\$2,150

**V. Stewart Title Guaranty Company Limited Coverage STG Home Equity Loan Policy (HELP)**

This section applies to Stewart Title Guaranty Company’s issuance of the limited coverage STG Home Equity Loan Policy (HELP) on an existing, improved one-to-four family residential property for home equity loan transactions.

HELP applies only when all of the following conditions are met:

1. The lender has either successfully enrolled in the Home Equity Loan Program and entered into a contract with Stewart Title Guaranty Company’s Centralized Title Services (CTS) division, or the lender client has signed a Statement of Work which obligates the lender to abide by the rules of the HELP Program;
2. The loan is a home equity loan or a home equity line of credit;
3. The residential property is an existing, improved, one-to-four family residence;
4. The loan proceeds are not used for the financing of the acquisition of property in a concurrent purchase transaction;
5. The order for the STG Home Equity Loan Policy is placed electronically by the insured or the insured’s authorized agent;
6. The preliminary report and/or title commitment, if issued, is issued and delivered electronically and contains only generic exceptions for such matters like easements and covenants, conditions, and restrictions;
7. The title policy is issued and delivered electronically and contains only generic exceptions for such matters like easements and covenants, and restrictions; and
8. The lender’s title policy issued is a STG Home Equity Loan Policy.

<b>Range of Liability</b>	<b>Fee</b>
Up to and including \$100,000	\$45
Over \$100,000 and up to and including \$250,000	\$65
Over \$250,000 and up to and including \$500,000	\$125