Welcome-

There are two ways to find endorsements in this manual.

1) Use the table.

   -On the following pages is a table listing endorsement numbers, a brief description, who is insured, and the charge for the product.

   -Left clicking anywhere in the endorsement number box will jump to the page containing the listed endorsement.

   -For example, left clicking anywhere in the box listing 100-06 will jump to page 40 containing endorsement 100-06.

2) Use the bookmarks.

   -On the left hand side of the document is a tool bar containing three icons

      ![Tool bar]

      -Left clicking on the center icon will bring up a list of all the endorsements in number form.

      -Then left clicking on any of the numbers to jump to the page containing the relevant endorsement.
### 1. ENDORSEMENTS AVAILABLE

<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Brief Description of Endorsement</th>
<th>Insured</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>C-1 (Commitment Endorsement)</td>
<td>Discloses vesting deeds recorded within a one or two year period prior to commitment date</td>
<td>Lender</td>
<td>$20</td>
</tr>
<tr>
<td>100-06</td>
<td>Comprehensive Covenants Conditions and Restrictions</td>
<td>Lender</td>
<td>Residential - $50 $100 in Summit County Commercial - 10 percent of Basic Rate (minimum charge $100; maximum charge $2,000) 10 percent of Basic Rate (minimum charge $100; maximum charge $4,000) in Summit County</td>
</tr>
<tr>
<td>100.1-06</td>
<td>Comprehensive Covenants Conditions and Restrictions – Unimproved Property</td>
<td>Lender</td>
<td>Residential - $40 Commercial – 10 percent of Basic Rate (minimum charge $100; maximum charge $1,000)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
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<td>--------------------</td>
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<td>-------------------------------------------------</td>
</tr>
<tr>
<td>100.4-06</td>
<td>Present violation of particular restrictions (only applicable to Residential Land)</td>
<td>Lender</td>
<td>$40</td>
</tr>
<tr>
<td>100.5-06</td>
<td>Present violation of particular restrictions (only applicable to Residential Land)</td>
<td>Lender</td>
<td>$40</td>
</tr>
<tr>
<td>100.6-06</td>
<td>Restrictions—present or future violations</td>
<td>Owner or Lender</td>
<td>Residential - $40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner</td>
<td>Commercial 30% of Basic Rate (minimum charge $100; maximum charge $5,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lender</td>
<td>20% of Basic Rate (minimum charge $100; maximum charge $5,000) The Company may exceed the maximum charge on its determination that it is assuming extraordinary risk in issuing this endorsement</td>
</tr>
<tr>
<td>100.11-06</td>
<td>Violation or restrictions—liquor reverter</td>
<td>Owner or Lender</td>
<td>Residential - $40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner</td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>100.12-06</td>
<td>Right of enforcement under Covenants Conditions and Restrictions ineffective</td>
<td>Owner or Lender</td>
<td>Residential - $40</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owner</td>
<td>Commercial 30% of Basic Rate- (minimum charge $100; maximum</td>
</tr>
<tr>
<td>Endorsement Number</td>
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</tr>
<tr>
<td>100.13-06</td>
<td>Assessment liens subordinate to lien of mortgage</td>
<td>Lender</td>
<td>Residential - $40 Commercial - $100</td>
</tr>
<tr>
<td>100.16-06</td>
<td>Mortgage exempt from membership in association</td>
<td>Lender</td>
<td>Residential - $40 Commercial - $100</td>
</tr>
<tr>
<td>100.20-06</td>
<td>Present violation of Covenants, Conditions and Restrictions</td>
<td>Owner or Lender</td>
<td>Residential - $40 Commercial 20% of Basic Rate (minimum charge $100; maximum charge $5,000)</td>
</tr>
<tr>
<td>100.23-06</td>
<td>Mineral rights, damage to existing improvements – specific oil and gas lease</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge $50) 15 percent of Basic Rate (minimum charge $1,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Company may exceed the maximum charge on its determination that it is assuming extraordinary risk in issuing this endorsement</td>
</tr>
</tbody>
</table>

- Insured: Lender
- Charge: $5,000
- 20% of Basic Rate (minimum charge $100; maximum charge $5,000)
<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Brief Description of Endorsement</th>
<th>Insured</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.24-06</td>
<td>Mineral rights, lessee under a specific oil and gas lease does not have the right to use the surface -</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge $50)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>15 percent of Basic Rate (minimum charge $50) in Garfield, Moffat, Pitkin, Routt and Summit Counties</td>
</tr>
<tr>
<td>100.29-06</td>
<td>Mineral rights, damage to existing improvements</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,500)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $4,000) in Garfield, Moffat, Pitkin, Routt and Summit Counties</td>
</tr>
<tr>
<td>100.30-06</td>
<td>Mineral rights, physical but not aesthetic damage to existing or future improvements</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,500)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $4,000) in Garfield, Moffat, Pitkin, Routt and Summit Counties</td>
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</tr>
<tr>
<td>100.31-06</td>
<td>Mineral rights, physical but not aesthetic damage to existing or future improvements</td>
<td>Owner</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,500) 15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $4,000) in Garfield, Moffat, Pitkin, Routt and Summit Counties</td>
</tr>
<tr>
<td>100.32-06</td>
<td>Mineral rights, damage to existing or future improvements, including lawn, shrubbery, trees</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,500) 15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $4,000) in Garfield, Moffat, Pitkin, Routt and Summit Counties</td>
</tr>
<tr>
<td>101-06</td>
<td>Limited Mechanic’s Lien Protection During Construction</td>
<td>Lender</td>
<td>Only to be issued in conjunction with Construction Disbursing Services in Section 2</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
<tr>
<td>--------------------</td>
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<td>--------</td>
</tr>
</tbody>
</table>
| 101.1-06           | Insurance over particular mechanic’s lien | Owner or Lender | Residential - No charge  
\hspace{1cm}Commercial - $100, plus $10 per each additional lien over one |
<p>| 101.5-06           | Insures against potential mechanic liens arising from work performed prior to construction Deed of Trust | Lender | 15 percent of Basic Rate (minimum charge $150) |
| 102.4-06           | Foundation—no violation, no encroachment onto adjoining land | Lender | 10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $750) |
| 102.5-06           | Foundation—no violation, no encroachment onto easements or adjoining land | Lender | 10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $750) |
| 103-06             | Insuring additional security under a loan policy which insures a loan for construction purposes | Lender | $50 |</p>
<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Brief Description of Endorsement</th>
<th>Insured</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>103.1-06</td>
<td>Damages to existing buildings as a result of the use or maintenance of easement referred to in Schedule B</td>
<td>Lender</td>
<td>Residential (Single-Family) - $40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Residential (Multi-Parcel) and Commercial - $100</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>15 percent of Basic Rate in Garfield, Moffat, Pitkin and Routt Counties</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(maximum charge $1,500)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>20 percent of Basic Rate in Summit County (maximum charge $2,000)</td>
</tr>
<tr>
<td>103.1A-06</td>
<td>Damages to existing buildings as a result of the use or maintenance of easement referred to in Schedule B</td>
<td>Owner</td>
<td>Residential (Single-Family) - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Residential (Multi-Parcel) and Commercial – 10 percent of Basic Rate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(maximum charge $1,000)</td>
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<tr>
<td></td>
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<td></td>
<td>15 percent of Basic Rate in Garfield, Moffat, Pitkin and Routt Counties</td>
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<td></td>
<td>(maximum charge $1,500)</td>
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<tr>
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<td></td>
<td>20 percent of Basic Rate in Summit County (maximum charge $2,000)</td>
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</tr>
<tr>
<td>103.2-06</td>
<td>Encroachment - Forced removal of improvements encroaching onto adjoining land, as referred to in Schedule B</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,000) 20 percent of Basic Rate in Garfield, Moffat, Pitkin, Routt and Summit Counties (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
</tr>
<tr>
<td>103.2A-06</td>
<td>Encroachment - Forced removal of improvements encroaching onto adjoining land, as referred to in Schedule B</td>
<td>Owner</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,000)</td>
</tr>
<tr>
<td>103.3-06</td>
<td>Encroachment - Forced removal of improvements encroaching onto easement, as referred to in Schedule B</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum of $1,000) 20 percent of Basic Rate in Garfield, Moffat, Pitkin, Routt and Summit Counties (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
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<tr>
<td>Endorsement Number</td>
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</tr>
<tr>
<td>103.3A-06</td>
<td>Encroachment - Forced removal of improvements encroaching onto easement, as referred to in Schedule B</td>
<td>Owner</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,000)</td>
</tr>
<tr>
<td>103.4-06</td>
<td>Access - Ingress and egress to public street by way of easement, as referred to in Schedule A</td>
<td>Owner or Lender</td>
<td>Residential - $50 Commercial - $100</td>
</tr>
<tr>
<td>103.5-06</td>
<td>Water Rights – damage to existing improvements from exercise of right to use surface of Land for extraction/development of water, as referred to in Schedule B</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,000)</td>
</tr>
<tr>
<td>103.7-06</td>
<td>Access – Land abuts on physically open street</td>
<td>Owner or Lender</td>
<td>Residential - $50 Commercial - $100</td>
</tr>
<tr>
<td></td>
<td>Note: The charge will be made per endorsement issued</td>
<td></td>
<td></td>
</tr>
<tr>
<td>104-06</td>
<td>Assignment of beneficial interest in mortgage</td>
<td>Lender</td>
<td>Residential $50 Commercial $100</td>
</tr>
<tr>
<td>104.1-06</td>
<td>Assignment of beneficial interest in mortgage and no releases, modifications or subordinations of mortgage</td>
<td>Lender</td>
<td>10 percent of Basic Rate based upon the balance of encumbrance (minimum charge Residential $50, Commercial $100; maximum charge $1,000)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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</tr>
<tr>
<td>104.2-06</td>
<td>Assignment of beneficial interest in mortgage and change effective date (Used only where no documents other than assignments affecting the insured Mortgage have been recorded subsequent to the date of the policy)</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $500)</td>
</tr>
<tr>
<td>104.3-06</td>
<td>Collateral assignment of beneficial interest in mortgage</td>
<td>Lender</td>
<td>Residential $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial $100</td>
</tr>
<tr>
<td>104.4-06</td>
<td>Collateral assignment of beneficial interest in mortgage and no releases, modifications or subordinations of mortgage</td>
<td>Lender</td>
<td>10 percent of Basic Rate based upon the balance of encumbrance (minimum charge Residential $50, Commercial $100; maximum charge $500)</td>
</tr>
<tr>
<td>104.6-06</td>
<td>Assignment of Rents/Leases</td>
<td>Lender</td>
<td>$100</td>
</tr>
<tr>
<td>104.7-06</td>
<td>Prior assignment of Rents/Leases</td>
<td>Lender</td>
<td>$100</td>
</tr>
<tr>
<td>107.2-06</td>
<td>Increase in the face amount of insurance</td>
<td>Owner or Lender</td>
<td>Residential $50, Commercial $100 plus Applicable Rate on increased liability</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
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<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>107.3-06</td>
<td>Increase in the face amount of insurance, change of effective date and title date-down</td>
<td>Owner or Lender</td>
<td>10 percent of the Basic Rate on the initial policy amount (minimum charge Residential $50, Commercial $100; maximum charge $2,500) plus Applicable Rate on increased liability</td>
</tr>
<tr>
<td>107.6-06</td>
<td>Waiver of defense of knowledge imputed from lender to another lender</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>107.6A-06</td>
<td>Waiver of defense of knowledge imputed from owner to another owner</td>
<td>Owner</td>
<td>20 percent of Basic Rate</td>
</tr>
<tr>
<td>107.9-06</td>
<td>Adding additional insured with limitations on coverage</td>
<td>Owner or Lender</td>
<td>$100</td>
</tr>
<tr>
<td>107.9-T-06</td>
<td>Adding a trust as an additional insured under the definition of insured in ALTA 2006 Owner’s Policy</td>
<td>Owner</td>
<td>No charge</td>
</tr>
<tr>
<td>107.10-06</td>
<td>Adding additional insured without limitations on coverage</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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</tr>
<tr>
<td>107.12-06</td>
<td>Change effective date with title date down and confirmation of vesting</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate Residential (minimum charge $50 Commercial (minimum charge $100, maximum charge $4,000)</td>
</tr>
<tr>
<td>107.13-06</td>
<td>Title date down – For Guarantees only</td>
<td>Lender</td>
<td>$30</td>
</tr>
<tr>
<td>108.8-06</td>
<td>Additional advance with confirmation of vesting, priority of mortgage and no releases, modifications or subordinations of the insured mortgage</td>
<td>Lender</td>
<td>Residential $50, plus Basic Rate on increased liability Commercial $100 plus Basic rate on increased liability</td>
</tr>
<tr>
<td>110.1-06</td>
<td>Deletion of specific exception in Schedule B</td>
<td>Owner or Lender</td>
<td>No charge</td>
</tr>
<tr>
<td>110.2-06</td>
<td>Insuring over particular exception for which no other specifically filed endorsement is available</td>
<td>Owner or Lender</td>
<td>Underwriter to determine charge</td>
</tr>
<tr>
<td>110.3-06</td>
<td>For correction of commitments and/or policies and extending commitments (not to be used for affirmative coverage)</td>
<td>Owner or Lender</td>
<td>No charge to correct error</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
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<td>------------------------------------------------------------</td>
</tr>
<tr>
<td>110.4-06</td>
<td>Modification of deed of trust (not applicable for additional advances)</td>
<td>Lender</td>
<td>10 percent of Basic Rate based upon the unpaid balance of the encumbrance</td>
</tr>
<tr>
<td>110.5-06</td>
<td>Modification of deed of trust including priority (not applicable for additional advances)</td>
<td>Lender</td>
<td>20 percent of Basic Rate based upon the unpaid balance of the encumbrance</td>
</tr>
<tr>
<td>110.5E-06</td>
<td>Modification of deed of trust – Extension of maturity date</td>
<td>Lender</td>
<td>$300</td>
</tr>
<tr>
<td>110.5PB</td>
<td>Piggyback</td>
<td>Lender</td>
<td>25 percent of Basic Rate based upon the unpaid balance of the encumbrance (minimum charge $200)</td>
</tr>
<tr>
<td>110.7-06 (ALTA 6-06)</td>
<td>Variable interest rate mortgage</td>
<td>Lender</td>
<td>Residential - $40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Residential - $50 in San Miguel and Summit Counties</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>110.8-06</td>
<td>Re-negotiable rate mortgage</td>
<td>Lender</td>
<td>Residential - $40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
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</tr>
<tr>
<td>111-06</td>
<td>Partial release of mortgage without impairment of priority</td>
<td>Lender</td>
<td>10 percent of Basic Rate based upon the unpaid balance of the encumbrance (minimum charge Residential $50, Commercial $100; maximum charge $250)</td>
</tr>
<tr>
<td>111.3-06</td>
<td>Partial release, no impairment of priority and no encroachments as a result of the release</td>
<td>Lender</td>
<td>20 percent of Basic Rate based upon the unpaid balance of the encumbrance</td>
</tr>
<tr>
<td>111.10-06</td>
<td>Revolving line of credit Commercial</td>
<td>Lender</td>
<td>$100</td>
</tr>
<tr>
<td>111.11-06</td>
<td>Revolving line of credit Residential</td>
<td>Lender</td>
<td>$40</td>
</tr>
</tbody>
</table>
| 115-06             | Estate insured as condominium  
Note: The charge will be made per endorsement issued | Lender  | Residential - $40  
Commercial - $100 |
| 115.1-06 (ALTA 4-06) | Comprehensive Covenants Conditions and Restrictions - Condominium with priority of mortgage over assessment liens in statutes or condominium documents | Lender  | 15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $3,000)  
20 percent of Basic Rate in Garfield County |
<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Brief Description of Endorsement</th>
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<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>115.1B-06</td>
<td>Comprehensive Covenants Conditions and Restrictions - condominium</td>
<td>Owner</td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $3,000)</td>
</tr>
<tr>
<td>115.2-06</td>
<td>Comprehensive Covenants Conditions and Restrictions - Planned unit development (PUD) with priority of mortgage over unpaid assessments</td>
<td>Lender</td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $3,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>20 percent of Basic Rate in Garfield County</td>
</tr>
<tr>
<td>115.2B-06</td>
<td>Comprehensive Covenants Conditions and Restrictions - Planned unit development (PUD)</td>
<td>Owner</td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $3,000)</td>
</tr>
<tr>
<td>116-06</td>
<td>Designation of improvements and location at street address</td>
<td>Lender</td>
<td>Residential $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial $100</td>
</tr>
<tr>
<td>116.1-06</td>
<td>Description in policy same property shown in survey</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,500)</td>
</tr>
<tr>
<td>116.2-06</td>
<td>Designation of condominium and location at street address</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
<tr>
<td>--------------------</td>
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</tr>
<tr>
<td>116.4-06</td>
<td>Contiguous parcels</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,500)</td>
</tr>
<tr>
<td>121-06</td>
<td>Update to Public Trustee’s Sale Guarantee</td>
<td>Lender</td>
<td>First written update no charge. Each additional written update $50</td>
</tr>
<tr>
<td>122-06</td>
<td>Mechanic’s lien update prior to disbursement of Construction Funds</td>
<td>Owner or Lender</td>
<td>$250 for the first written update; $50 for each subsequent written update * El Paso County: Residential - $40 * Commercial - $100 * * When included with Construction Disbursing Services, See Section 2</td>
</tr>
<tr>
<td>123.1-06 (ALTA 3-06)</td>
<td>Zoning – unimproved land</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,500)</td>
</tr>
<tr>
<td>123.2-06 (ALTA 3.1-06)</td>
<td>Zoning – improved land</td>
<td>Owner or Lender</td>
<td>25 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,500)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
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</tr>
<tr>
<td>125-06</td>
<td>Truth-in-lending; right of rescission</td>
<td>Lender</td>
<td>$1.00 per $1,000 of the liability amount (not to exceed $100)</td>
</tr>
<tr>
<td>130-06</td>
<td>Additional coverage for mechanic’s liens, parties in possession and encroachments</td>
<td>Owner</td>
<td>Residential $65 Commercial $100</td>
</tr>
<tr>
<td>201.1-06</td>
<td>Variable rate line of credit</td>
<td>Lender</td>
<td>Residential $40 Commercial $100</td>
</tr>
<tr>
<td>300.7-06</td>
<td>Line of credit agreement</td>
<td>Lender</td>
<td>Residential - $40 Commercial - $100</td>
</tr>
<tr>
<td>300.8-06</td>
<td>Revolving line or home equity line of credit</td>
<td>Lender</td>
<td>Residential - $40 Commercial - $100</td>
</tr>
<tr>
<td>ALTA 1-06</td>
<td>Street Assessments</td>
<td>Lender</td>
<td>$100</td>
</tr>
<tr>
<td>ALTA 2-06</td>
<td>Truth In Lending</td>
<td>Lender</td>
<td>$1.00 per $1,000 of the liability amount (not to exceed $100)</td>
</tr>
<tr>
<td>ALTA 3-06</td>
<td>Zoning – unimproved Land</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge of $1,500)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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</tr>
<tr>
<td>ALTA 3.1-06</td>
<td>Zoning – Improved land</td>
<td>Owner or Lender</td>
<td>25 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,500)</td>
</tr>
<tr>
<td>ALTA 3.2-06</td>
<td>Zoning – Future Improvements</td>
<td>Owner or Lender</td>
<td>25 percent off Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $5,000)</td>
</tr>
<tr>
<td>ALTA 4-06</td>
<td>Comprehensive Covenants Conditions and Restrictions - Condominium with priority of mortgage over assessment liens in statutes or condominium documents</td>
<td>Lender</td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $3,000) 20 percent of Basic Rate in Garfield County</td>
</tr>
<tr>
<td>ALTA 4.1-06</td>
<td>Comprehensive Covenants Conditions and Restrictions - Condominium with priority of mortgage over unpaid assessments at date of policy</td>
<td>Owner or Lender</td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $3,000) 20 percent of Basic Rate in Garfield County</td>
</tr>
<tr>
<td>ALTA 5-06</td>
<td>Comprehensive Covenants Conditions and Restrictions - Planned unit development (PUD) with priority of mortgage over assessment liens</td>
<td>Lender</td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $3,000) 20 percent of Basic Rate in Garfield County</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<tr>
<td>ALTA 5.1-06</td>
<td>Comprehensive Covenants Conditions and Restrictions - Planned unit development (PUD) with priority of mortgage over unpaid assessments</td>
<td>Owner or Lender</td>
<td>15 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $3,000) 20 percent of Basic Rate in Garfield County</td>
</tr>
<tr>
<td>ALTA 6-06</td>
<td>Variable Rate Mortgage –</td>
<td>Lender</td>
<td>Residential - $40 Residential - $50 in San Miguel and Summit Counties Commercial $100</td>
</tr>
<tr>
<td>ALTA 6.2-06</td>
<td>Variable Rate Mortgage - Negative amortization</td>
<td>Lender</td>
<td>Residential $40 Commercial $100</td>
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<tr>
<td>ALTA 7-06</td>
<td>Manufactured Housing</td>
<td>Lender</td>
<td>$40</td>
</tr>
<tr>
<td>ALTA 7.1-06</td>
<td>Manufactured Housing – Conversion</td>
<td>Lender</td>
<td>$40</td>
</tr>
<tr>
<td>ALTA 7.2-06</td>
<td>Manufactured Housing - Conversion</td>
<td>Owner</td>
<td>$40</td>
</tr>
<tr>
<td>ALTA 8.1-06</td>
<td>Environmental Lien Protection - Residential</td>
<td>Owner or Lender</td>
<td>$50</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<tr>
<td>ALTA 8.2-06</td>
<td>Environmental Protection Lien - Commercial</td>
<td>Owner or Lender</td>
<td>$100</td>
</tr>
<tr>
<td>ALTA 9-06</td>
<td>Restrictions, encroachments, minerals</td>
<td>Lender</td>
<td>Residential - $50 $100 in Summit County Commercial 10 percent of Basic Rate (minimum charge $100; maximum charge $2,000) 10 percent of Basic Rate (minimum charge $100; maximum charge $4,000) in Summit County</td>
</tr>
<tr>
<td>ALTA 9.1-06</td>
<td>Covenants Conditions and Restrictions - Unimproved Land</td>
<td>Owner or Lender</td>
<td>20 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
</tr>
<tr>
<td>ALTA 9.2-06</td>
<td>Covenants Conditions and Restrictions - Improved Land</td>
<td>Owner</td>
<td>20 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
</tr>
<tr>
<td>ALTA 9.3-06</td>
<td>Covenants Conditions and Restrictions</td>
<td>Lender</td>
<td>20 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<tr>
<td>ALTA 9.6-06</td>
<td>Private rights</td>
<td>Lender</td>
<td>Residential $40, plus 10 percent of Basic Rate (maximum charge $1,000)</td>
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<td></td>
<td></td>
<td></td>
<td>Commercial $100 plus 10 percent of Basic Rate (maximum charge $2,000)</td>
</tr>
<tr>
<td>ALTA 9.7-06</td>
<td>Restrictions, encroachments,</td>
<td>Lender</td>
<td>20 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
</tr>
<tr>
<td></td>
<td>minerals - Land under</td>
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<td>development</td>
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<td></td>
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<tr>
<td>ALTA 9.8-06</td>
<td>Covenants Conditions and</td>
<td>Owner</td>
<td>20 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
</tr>
<tr>
<td></td>
<td>Restrictions - Land under</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALTA 9.9-06</td>
<td>Private Rights</td>
<td>Owner</td>
<td>20 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
</tr>
<tr>
<td>ALTA 9.10-06</td>
<td>Restrictions, encroachments,</td>
<td>Lender</td>
<td>20 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $2,000)</td>
</tr>
<tr>
<td></td>
<td>minerals – Current Violations</td>
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<td></td>
</tr>
<tr>
<td>ALTA 10-06</td>
<td>Assignment</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,000)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<tr>
<td>ALTA 10.1-06</td>
<td>Assignment and Date Down</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100)</td>
</tr>
<tr>
<td>ALTA 11-06</td>
<td>Mortgage Modification</td>
<td>Lender</td>
<td>10 percent of Basic Rate based upon the unpaid balance of the encumbrance</td>
</tr>
<tr>
<td>ALTA 11.1-06</td>
<td>Mortgage Modification with Subordination</td>
<td>Lender</td>
<td>15 percent of Basic Rate based upon the unpaid balance of the encumbrance</td>
</tr>
<tr>
<td>ALTA 11.2-06</td>
<td>Mortgage Modification with Additional Amount of Insurance</td>
<td>Lender</td>
<td>10 percent of the Basic Rate on the initial policy amount (minimum charge Residential $50, Commercial $100; maximum charge $4,000) plus Applicable Rate on increased liability</td>
</tr>
<tr>
<td>ALTA 12-06</td>
<td>Aggregation</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>ALTA 12.1-06</td>
<td>Aggregation – State Limits</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>ALTA 13-06</td>
<td>Leasehold Coverage</td>
<td>Owner</td>
<td>No charge</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
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</tr>
<tr>
<td>ALTA 13.1-06</td>
<td>Leasehold Coverage</td>
<td>Lender</td>
<td>No Charge</td>
</tr>
<tr>
<td>ALTA 14-06</td>
<td>Future Advance – Priority</td>
<td>Lender</td>
<td>$100</td>
</tr>
<tr>
<td>ALTA 14.1-06</td>
<td>Future Advance – Knowledge</td>
<td>Lender</td>
<td>$100</td>
</tr>
<tr>
<td>ALTA 14.2-06</td>
<td>Future Advance – Letter of Credit</td>
<td>Lender</td>
<td>$100</td>
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<tr>
<td>ALTA 14.3-06</td>
<td>Future Advance Reverse Mortgage</td>
<td>Lender</td>
<td>$100</td>
</tr>
<tr>
<td>ALTA 15.06</td>
<td>Nonimputation – Full Equity Transfer</td>
<td>Owner</td>
<td>20 percent of Basic Rate (minimum charge $100)</td>
</tr>
<tr>
<td>ALTA 15.1.06</td>
<td>Nonimputation – Additional Insured</td>
<td>Owner</td>
<td>20 percent of Basic Rate (minimum charge $100)</td>
</tr>
<tr>
<td>ALTA 15.2.06</td>
<td>Nonimputation – Partial Equity Transfer</td>
<td>Owner</td>
<td>20 percent of Basic Rate (minimum charge $100)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<tr>
<td>ALTA 16-06</td>
<td>Mezzanine Financing</td>
<td>Owner</td>
<td>20 percent of Basic Rate based on the amount of Mezzanine Loan</td>
</tr>
<tr>
<td>ALTA 17-06</td>
<td>Access and Entry</td>
<td>Owner or Lender</td>
<td>Residential - $50</td>
</tr>
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<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>ALTA 17.1-06</td>
<td>Indirect Access and Entry</td>
<td>Owner or Lender</td>
<td>Residential - $50</td>
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<td></td>
<td>Commercial - $100</td>
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<tr>
<td>ALTA 17.2-06</td>
<td>Utility Access</td>
<td>Owner or Lender</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>ALTA 18-06</td>
<td>Single Tax Parcel</td>
<td>Owner or Lender</td>
<td>$100</td>
</tr>
<tr>
<td>ALTA 18.1-06</td>
<td>Multiple Tax Parcels</td>
<td>Owner or Lender</td>
<td>$100</td>
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<tr>
<td>ALTA 19-06</td>
<td>Contiguity – Multiple Parcels</td>
<td>Owner or Lender</td>
<td>Residential – 10 percent of Basic Rate (minimum charge $50.00; maximum charge $1,500)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial – 10 percent of Basic Rate (minimum charge $100.00; maximum charge $1,500)</td>
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<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<td>--------</td>
</tr>
</tbody>
</table>
| ALTA 19.1-06       | Contiguity – Single Parcel       | Owner or Lender | Residential – 10 percent of Basic Rate (minimum charge $50.00; maximum charge $1,500)  
Commercial – 10 percent of Basic Rate (minimum charge $100.00; maximum charge $1,500) |
| ALTA 20-06         | First Loss – Multiple Parcel Transactions | Lender | 30 percent of Basic Rate |
| ALTA 22-06         | Street address / Location – no map attached | Owner or Lender | Residential $50  
Commercial $100 |
| ALTA 22.1-06       | Street address / Location – map attached | Owner or Lender | Residential $50  
Commercial $100 |
<p>| ALTA 23-06         | Co-Insurance – Single Policy     | Owner or Lender | $100 |
| ALTA 24-06         | Doing Business                   | Lender | $100 |
| ALTA 25-06         | Same as Survey                   | Owner or Lender | 10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,500) |</p>
<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Brief Description of Endorsement</th>
<th>Insured</th>
<th>Charge</th>
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<tbody>
<tr>
<td>ALTA 25.1.06</td>
<td>Same as Portion of Survey</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,500)</td>
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<tr>
<td>ALTA 26-06</td>
<td>Subdivision</td>
<td>Owner</td>
<td>20 percent of Basic Rate (minimum charge Residential $50, Commercial $100; maximum charge $1,500)</td>
</tr>
<tr>
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<td></td>
<td>Lender</td>
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<tr>
<td>ALTA 27-06</td>
<td>Usury</td>
<td>Lender</td>
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</tr>
<tr>
<td>ALTA 28-06</td>
<td>Easement – Damage or Enforced Removal</td>
<td>Owner</td>
<td>Residential (Single-Family) - $50 Residential (Multi-Parcel) and Commercial – 10 percent of Basic Rate (maximum charge $1,000)</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>15 percent of Basic Rate in Garfield, Moffat, Pitkin and Routt Counties (maximum charge $1,500)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<td>Lender</td>
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</tr>
<tr>
<td>ALTA 28.1-06</td>
<td>Encroachments - Boundaries and Easements</td>
<td>Owner or Lender</td>
<td>Residential – 10 percent of Basic Rate (minimum charge $50)</td>
</tr>
<tr>
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<tr>
<td>ALTA 28.2-06</td>
<td>Encroachments – Boundaries and Easements – Described Improvements</td>
<td>Owner or Lender</td>
<td>Residential – 10 percent of Basic Rate (minimum charge $50)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<tr>
<td></td>
<td>Commercial – 10 percent of Basic Rate (minimum charge $100)</td>
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</tr>
<tr>
<td>ALTA 29-06</td>
<td>Interest Rate Swap Endorsement – Direct Obligation</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>20 percent of Basic Rate in Garfield, Moffat, Pitkin, Routt, and Summit</td>
</tr>
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<td></td>
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<td></td>
<td>Counties</td>
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<tr>
<td>ALTA 29.1-06</td>
<td>Interest Rate Swap – Additional Interest</td>
<td>Lender</td>
<td>10 percent of Basic Rate plus Basic Rate on increased liability</td>
</tr>
<tr>
<td>ALTA 29.2-06</td>
<td>Interest Rate Swap Endorsement – Direct Obligation – Defined amount</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>ALTA 29.3-06</td>
<td>Interest Rate Swap – Additional Interest – Defined amount</td>
<td>Lender</td>
<td>10 percent of Basic Rate plus Basic Rate on increased liability</td>
</tr>
<tr>
<td>ALTA 30-06</td>
<td>One to Four Family Shared Appreciation Mortgage</td>
<td>Lender</td>
<td>$50</td>
</tr>
<tr>
<td>ALTA 30.1-06</td>
<td>Commercial Participation Interest</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
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<tr>
<td>ALTA 31-06</td>
<td>Severable Improvements Endorsement</td>
<td>Owner or Lender</td>
<td>Underwriter to determine charge (minimum charge 10 percent of Basic Rate)</td>
</tr>
<tr>
<td>ALTA 32-06</td>
<td>Construction Loan Pending Disbursements – Loss of Priority</td>
<td>Lender</td>
<td>Only to be issued in conjunction with Construction Disbursing Services in Paragraph 2</td>
</tr>
<tr>
<td>ALTA 32.1-06</td>
<td>Construction Loan - Loss of Priority – Direct Payment</td>
<td>Lender</td>
<td>Only to be issued in conjunction with Construction Disbursing Services in Paragraph 2</td>
</tr>
<tr>
<td>ALTA 32.2-06</td>
<td>Construction Loan – Loss of Priority – Insured’s Direct Payment</td>
<td>Lender</td>
<td>Only to be issued in conjunction with Construction Disbursing Services in Paragraph 2</td>
</tr>
<tr>
<td>ALTA 33-06</td>
<td>Disbursement</td>
<td>Lender</td>
<td>Only to be issued in conjunction with Construction Disbursing Services in Paragraph 2</td>
</tr>
<tr>
<td>ALTA 34-06</td>
<td>Identified Risk Coverage</td>
<td>Owner or Lender</td>
<td>Underwriter to determine charge (minimum charge 10 percent of Basic Rate)</td>
</tr>
</tbody>
</table>
| ALTA 35-06         | Minerals and Other Subsurface Substances - Buildings                                            | Owner or Lender  | Residential – 10 percent of Basic Rate (minimum charge $50, maximum charge $1,000)  
<p>|                     |                                                                                                 |                  | Commercial – 10 percent of Basic Rate (minimum charge $100, maximum charge $1,000) |</p>
<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Brief Description of Endorsement</th>
<th>Insured</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALTA 35.1-06</td>
<td>Minerals and Other Subsurface Substances - Improvements</td>
<td>Owner or Lender</td>
<td>Residential – 10 percent of Basic Rate (minimum charge $50, maximum charge $1,000) Commercial – 10 percent of Basic Rate (minimum charge $100, maximum charge $1,000) 15 percent of Basic Rate in Garfield, Moffat, Pitkin, Routt and Summit Counties (minimum charge $50, maximum charge $1,500)</td>
</tr>
<tr>
<td>ALTA 35.2-06</td>
<td>Minerals and Other Subsurface Substances – Described Improvements</td>
<td>Owner or Lender</td>
<td>Residential – 10 percent of Basic Rate (minimum charge $50, maximum charge $1,000) Commercial – 10 percent of Basic Rate (minimum charge $100, maximum charge $1,000)</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>15 percent of Basic Rate in Garfield, Moffat, Pitkin, Routt and Summit Counties (minimum charge $50, maximum charge $1,500)</td>
</tr>
</tbody>
</table>
| ALTA 35.3.-06      | Minerals and Other Subsurface Substances – Land under Development | Owner or Lender | Residential – 10 percent of Basic Rate (minimum charge $50, maximum charge $1,000)  
<pre><code>                     |                                  |        | Commercial – 10 percent of Basic Rate (minimum charge $100.00, maximum charge $1,000) |
</code></pre>
<p>|                    |                                  |        | 15 percent of Basic Rate in Garfield, Moffat, Pitkin, Routt and Summit Counties (minimum charge $50, maximum charge $1,500) |
| ALTA 36-06         | Energy project – Leasehold/Easement | Owner | No charge |
| ALTA 36.1-06       | Energy project – Leasehold/Easement | Lender | No charge |</p>
<table>
<thead>
<tr>
<th>Endorsement Number</th>
<th>Brief Description of Endorsement</th>
<th>Insured</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALTA 36.2-06</td>
<td>Energy project – Leasehold</td>
<td>Owner</td>
<td>No charge</td>
</tr>
<tr>
<td>ALTA 36.3-06</td>
<td>Energy project – Leasehold</td>
<td>Lender</td>
<td>No charge</td>
</tr>
<tr>
<td>ALTA 36.4-06</td>
<td>Energy project – Covenants Conditions and Restrictions Land under development based on plans/blueprints</td>
<td>Owner</td>
<td>20 percent of Basic Rate</td>
</tr>
<tr>
<td>ALTA 36.5-06</td>
<td>Energy project – Covenants Conditions and Restrictions Land under development based on plans/blueprints</td>
<td>Lender</td>
<td>20 percent of Basic Rate</td>
</tr>
<tr>
<td>ALTA 36.6-06</td>
<td>Energy project – encroachments</td>
<td>Owner or Lender</td>
<td>20 percent of Basic Rate</td>
</tr>
<tr>
<td>ALTA 37-06</td>
<td>Assignment of Rents or Leases</td>
<td>Lender</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>ALTA 39-06</td>
<td>Policy Authentication</td>
<td>Owner or Lender</td>
<td>No charge</td>
</tr>
<tr>
<td>ALTA 40-06</td>
<td>Tax Credit</td>
<td>Owner</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------</td>
<td>---------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>ALTA 40.1-06</td>
<td>Tax Credit – Defined Amount</td>
<td>Owner</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>ALTA 41-06</td>
<td>Water – Building</td>
<td>Owner or Lender</td>
<td>Residential $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial – 10% of Basic Rate (maximum charge $500)</td>
</tr>
<tr>
<td>ALTA 41.1-06</td>
<td>Water – Improvements</td>
<td>Owner or Lender</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial – 10% of Basic Rate (maximum charge $1,000)</td>
</tr>
<tr>
<td>ALTA 41.2-06</td>
<td>Water – Described Improvements</td>
<td>Owner or Lender</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial – 10% of Basic Rate (maximum charge $500)</td>
</tr>
<tr>
<td>ALTA 41.3-06</td>
<td>Water – Land Under Development</td>
<td>Owner or Lender</td>
<td>Residential - $100</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial – 20% of Basic Rate (maximum charge $2,500)</td>
</tr>
<tr>
<td>ALTA 42-06</td>
<td>Commercial Lender Group</td>
<td>Lender</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>ALTA 43-06</td>
<td>Anti-Taint</td>
<td>Lender</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------</td>
<td>---------</td>
<td>---------------------</td>
</tr>
<tr>
<td>ALTA 44-06</td>
<td>Insured Mortgage Recording</td>
<td>Lender</td>
<td>Residential - $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial - $100</td>
</tr>
<tr>
<td>Arbitration Deletion</td>
<td>Arbitration Deletion</td>
<td>Owner or Lender</td>
<td>Residential $40</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial $100</td>
</tr>
<tr>
<td>Balloon A</td>
<td>FNMA balloon mortgage (issued with original policy)</td>
<td>Lender</td>
<td>$40</td>
</tr>
<tr>
<td>Balloon B</td>
<td>FNMA balloon mortgage (issued after policy when recording—modification agreement)</td>
<td>Lender</td>
<td>10 percent of Basic Rate (minimum charge $50)</td>
</tr>
<tr>
<td>Extended Insured</td>
<td>Clarifies the definition of “Insured” and incorporates the same definition of “Insured” as contained under the ALTA Owner’s Policy (6-17-06)</td>
<td>Owner</td>
<td>No Charge</td>
</tr>
<tr>
<td>Fairway Partnership</td>
<td>Fairway Partnership</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge $100; maximum charge $1,000)</td>
</tr>
<tr>
<td>Fairway, LLC</td>
<td>Fairway, LLC</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge $100; maximum charge $1,000)</td>
</tr>
<tr>
<td>Gap</td>
<td>Gap</td>
<td>Owner or Lender</td>
<td>$30</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------</td>
<td>---------</td>
<td>--------</td>
</tr>
<tr>
<td>HUD 111.4</td>
<td>HUD 111.4</td>
<td>Lender</td>
<td>$100</td>
</tr>
<tr>
<td>Inflation</td>
<td>Inflation</td>
<td>Owner</td>
<td>No Charge</td>
</tr>
<tr>
<td>Lack of Signature</td>
<td>Policy issued without signature or electronically</td>
<td>Owner or Lender</td>
<td>No charge</td>
</tr>
<tr>
<td>Last Dollar</td>
<td>Last Dollar</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>Non-Merger of Lien</td>
<td>Non-Merger of Lien</td>
<td>Lender</td>
<td>$250</td>
</tr>
<tr>
<td>Patent</td>
<td>Patent</td>
<td>Owner or Lender</td>
<td>Residential $50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Commercial $100</td>
</tr>
<tr>
<td>Reverse Annuity Priority</td>
<td>Reverse Annuity Priority</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>Revolving Credit A</td>
<td>Revolving Credit A – Obligatory Advances – Majority Law</td>
<td>Lender</td>
<td>20 percent of Basic Rate</td>
</tr>
<tr>
<td>Endorsement Number</td>
<td>Brief Description of Endorsement</td>
<td>Insured</td>
<td>Charge</td>
</tr>
<tr>
<td>--------------------</td>
<td>----------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Revolving Credit B</td>
<td>Revolving Credit B – Obligatory Advances – Minority Law</td>
<td>Lender</td>
<td>20 percent of Basic Rate</td>
</tr>
<tr>
<td>Scrivener’s Error</td>
<td>Scrivener’s Error</td>
<td>Lender</td>
<td>$40</td>
</tr>
<tr>
<td>Shared Appreciation Mortgage</td>
<td>Shared Appreciation Mortgage</td>
<td>Lender</td>
<td>10 percent of Basic Rate, not to exceed $500</td>
</tr>
<tr>
<td>Shopping Center Reciprocal Easement Agreement</td>
<td>Shopping Center Reciprocal Easement Agreement</td>
<td>Owner or Lender</td>
<td>10 percent of Basic Rate (minimum charge $100; maximum charge $2,000)</td>
</tr>
<tr>
<td>Special</td>
<td>For special coverages for which no other endorsement is available</td>
<td>Owner or Lender</td>
<td>To be determined on a case by case basis by the Company based on the risk assumed</td>
</tr>
<tr>
<td>Tie-In</td>
<td>Tie-In</td>
<td>Lender</td>
<td>10 percent of Basic Rate</td>
</tr>
<tr>
<td>ALTA United States Policy Date Down</td>
<td>Change effective date</td>
<td>Owner</td>
<td>$25</td>
</tr>
</tbody>
</table>
ENDORSEMENT

Attached to Commitment No. ________________________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby assures the Proposed Insured listed in Schedule A of the commitment, that according to the office of the clerk and recorder in which the property is situated, there have been no deeds, other than the deed(s) which vests fee simple ownership to the owner(s) state in Schedule A of the commitment, conveying the land described in this commitment within a period of ____ month(s) prior to the Commitment Date, except as follows:

This endorsement is made a part of the commitment and is subject to all the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the commitment and any prior endorsement, nor does it extend the effective date of the commitment and any prior endorsement, nor does it increase the Policy amount thereof.

Certified Through:

Dated:

BLANK TITLE INSURANCE COMPANY

BY: ________________________________

Authorized Signatory

Colorado C-1
Commitment Endorsement
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage that the Insured shall sustain by reason of:

1. The existence of any of the following:

   (a) Covenants, conditions or restrictions under which the lien of the Mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;

   (b) Except as shown in Schedule B, present violations on the Land of any enforceable covenants, conditions or restrictions;

   (c) Except as shown in Schedule B, encroachments of buildings, structures or improvements located on the Land onto adjoining lands, or any encroachments onto the Land of buildings, structures or improvements located on adjoining lands.

2. (a) Any future violations on the Land of any covenants, conditions or restrictions occurring prior to acquisition of Title to the estate or interest referred to in Schedule A by the Insured, provided such violations result in impairment or loss of the lien of the Mortgage referred to in Schedule A, or result in impairment or loss of the Title to the estate or interest referred to in Schedule A if the Insured shall acquire such Title in satisfaction of the Indebtedness secured by the Insured Mortgage;

   (b) Un-marketability of the Title to the estate or interest referred to in Schedule A by reason of any violations on the Land, occurring prior to acquisition of Title to the estate or interest referred to in Schedule A by the Insured, of any covenants, conditions or restrictions.

3. Damage to existing improvements, including lawns, shrubbery or trees:

   (a) Which are located or encroach upon that portion of the Land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;

   (b) Resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals excepted from the description of the Land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any Land adjoining the Land of any encroachment shown in Schedule B.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include the terms, covenants, conditions or restrictions contained in any lease.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________

Authorized Signature

100-06
ENDORSEMENT

Attached to Policy No.  

Issued by 

BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Mortgage referred to in Schedule A against loss or damage that the Insured shall sustain by reason of:

1. The existence of the following:
   
   (a) Covenants, conditions or restrictions under which the lien of the Insured Mortgage can be cut off, subordinated or otherwise impaired;
   
   (b) Present violations on the Land of any enforceable covenants, conditions or restrictions;
   
   (c) Except as shown in Schedule B, any encroachments onto the Land of buildings, structures or improvements located on adjoining lands.

2. Any future violations on the Land of any covenants, conditions, or restrictions occurring prior to acquisition of Title to the estate or interest referred to in Schedule A by the Insured, provided such violations result in impairment or loss of the lien of the Insured Mortgage or result in impairment or loss of the Title to the estate or interest referred to in Schedule A if the Insured shall acquire such Title in satisfaction of the Indebtedness secured by the Insured mortgage.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include the terms, covenants, conditions or restrictions contained in any lease.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an
express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

100.1-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Mortgage referred to in Paragraph ___ of Schedule A against loss which said Insured shall sustain by reason of any final judgment enforcing the covenants, conditions, and restrictions referred to in Exception ___ of Schedule B, based upon a violation on said Land prior to the Date of Policy, of that provision of said covenants, conditions, and restrictions which provides that:

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________
Authorized Signature

100.4-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss which the Insured shall sustain by reason of any final judgment enforcing the covenants, conditions, and restrictions referred to in Exception ___ of Schedule B, based upon a violation thereof on said Land prior to the date of this Policy.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

100.5-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss which the Insured shall sustain by reason of any final judgment enforcing the covenants, conditions, and restrictions referred to in Exception ___ of Schedule B based upon a violation thereof on said Land, present or future.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:______________________________
Authorized Signature

100.6-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The restrictions shown in Exception ___ of Schedule B, are accompanied by a right of reverter. As to that portion of said restrictions pertaining to the manufacture, sale and/or use of liquor or alcoholic beverages on the premises and to that portion only, this Policy insures that said restrictions have not been violated and further insures against any loss or damage as a result of any past or future violations causing a forfeiture or reversion of Title.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ___________________________________
Authorized Signature

100.11-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures that any reverter, right of re-entry or any right or power of termination of the estate upon breach of the covenants, conditions and restrictions referred to in Schedule B is not enforceable, and the Company hereby insures against loss or damage occasioned by the exercise or attempt to exercise any such reverter, right of re-entry or right or power of termination.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ____________________________
Authorized Signature

100.12-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures that the lien of any assessment which may be fixed or levied pursuant to the Restrictions referred to in Exception __________ in Schedule B of this Policy, prior to acquisition of Title to said estate or interest by foreclosure or sale under said Mortgage, is and will be subject and subordinate in all respects to the lien of said Mortgage and the Company hereby insures against loss which said Insured shall sustain in the event that the assurance herein shall prove incorrect.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ____________________________

Authorized Signature

100.13-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss which said Insured shall sustain by reason of any judicial enforcement of those provisions of the Declaration of Restrictions (or Deed) referred to in Exception ____ of Schedule B or of those provisions of the by-laws of ____, purporting to require membership in said association as a prerequisite to the ownership of the estate or interest described in Schedule B.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ____________________________
   Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures against loss which the Insured shall sustain by reason of the enforcement, or attempted enforcement of the covenants, conditions and restrictions referred to in Exception ____ of Schedule B, based on a violation thereof on said Land prior to the Date of Policy.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

100.20-06
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the indebtedness secured by the mortgage referred to in Schedule A against loss which the Insured shall sustain by reason of damage to existing improvements, including lawns, shrubbery or trees resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals leased under the oil and gas lease shown in Exception _____________ of Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

100.23-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company assures the owner of the indebtedness secured by the mortgage referred to in Schedule A that the lessee under the lease referred to in Exception _____________ of Schedule B, does not, under the terms of said lease, have any right to enter upon or use the surface of the Land.

The Company hereby insures the Insured against loss which the Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ____________________________
Authorized Signature

100.24-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss which the Insured shall sustain by reason of damage to existing improvements, including lawns, shrubbery or trees resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals excepted from the description of the Land or shown as a reservation in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:______________________________

Authorized Signature

100.29-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss which the Insured shall sustain by reason of physical, but not aesthetic, damage to improvements existing on the Land at Date of Policy or constructed thereon thereafter, resulting from the exercise subsequent to the Date of Policy of any rights to use the surface of the Land under the mineral interest referred to in Exception ____ of Schedule B (“the mineral rights”), subject, however, to the following terms and conditions:

1. The Insured shall notify the Company promptly in writing in case knowledge shall come to an Insured hereunder of any actual or threatened exercise of the mineral rights.

2. The Company shall have the right, at its cost, to take any action which in its opinion may be necessary or desirable in order for the Company to avoid or minimize the extent of its liability under this endorsement, including, but not limited to, any or all of the following:

   (a) In the Company’s own right, or in the name of the Insured or of the borrower under the Indebtedness secured by the Insured Mortgage for the Company’s benefit to institute, prosecute and pursue to final determination any proceedings at law or in equity, or before any municipal, administrative, or regulatory tribunal or board;

   (b) In the Company’s own right, or in the name of the Insured or of the borrower under the Indebtedness secured by the Insured Mortgage for the Company’s benefit, to compel the giving of security, bond or undertaking by the person or persons from whom the Insured or such borrower is entitled by law to such security, bond or undertaking, and in the same amount of amounts to which the Insured or such borrower would have been so entitled had this endorsement not been issued; and

   (c) To retain or be paid out of any such security, bond or undertaking, or out of any compensation or funds recovered by the Company or by the Insured or by the borrower under the Indebtedness secured by the Insured Mortgage, such amount as will reimburse the Company for all payments made to the Insured by the Company by reason of the insurance afforded by this endorsement,
together with all costs and expenses incurred by the Company in connection therewith, including attorneys’ fees.

3. The Insured shall take all reasonable steps to require the borrower under the indebtedness secured by the Insured Mortgage to cooperate fully with the Company in any action taken by the Company pursuant to the provisions of paragraph 2 hereof, and also to require such borrower to notify the Insured promptly in writing in case knowledge shall come to such borrower of any actual or threatened exercise of the mineral rights.

4. No rights, benefits or defenses are intended to or shall be deemed to flow or be made available to any person or Entity other than the Insured by reason of the insurance afforded by this endorsement, and the Insured agrees that all of the Insured’s rights and remedies against third parties relating to the subject matter of this endorsement shall be deemed to have remained intact, in the same manner as if this endorsement had not been issued.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________________

Authorized Signature

100.30-06
The Company insures the Insured against loss which the insured shall sustain by reason of physical, but not aesthetic damage to improvements existing on the Land at Date of Policy or constructed on the Land after Date of Policy resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals, oil, gas, and coal as shown and excepted in Exception _______ in Schedule B, subject, however, to the following terms and conditions:

1. The Insured shall notify the Company promptly in writing in case knowledge shall come to an Insured hereunder of any actual or threatened exercise of the mineral rights.

2. The Company shall have the right, at its cost, to take any action which in its opinion may be necessary or desirable in order for the Company to avoid or minimize the extent of its liability under this endorsement, including, but to limited to, any or all of the following:
   
   a. In the Company’s own right, or in the name of the Insured for the Company’s benefit, to institute, prosecute and pursue to final determination any proceedings at law or in equity, or before any municipal, administrative, or regulatory tribunal or board:

   b. In the Company’s own right, or in the name of the Insured for the Company’s benefit, to compel the giving of security bond or undertaking by the person or persons from whom the Insured is entitled by law to such security, bond or undertaking, and in the same amount or amounts to which the Insured would have been so entitled had this endorsement not been issued; and

   c. to retain or be paid out of any such security, bond or undertaking, or out of any compensation or funds recovered by the Company or the Insured, such amount as will reimburse the Company for all Payments made to the Insured by the Company by reason of the insurance afforded by this endorsement, together with all costs and expenses incurred by the Company in connection therewith, including attorney’s fees.

3. No rights, benefits or defenses are intended to or shall be deemed to flow or be made available to any person or Entity other than the Insured by reason of the
insurance afforded by this endorsement, and the Insured agrees that all of the Insured’s rights and remedies against third parties relating to the subject matter of this endorsement shall be deemed to have remained intact, in the same manner as if this endorsement had not been issued.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ____________________________
   Authorized Signature

100.31-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss which the Insured shall sustain by reason of damage to existing and future improvements, including lawns, shrubbery or trees resulting from the exercise of any right to use the surface of the Land for the extraction or development of the minerals excepted from the description of the Land or shown as a reservation in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The following is added to Item 4 of Schedule B, Part 1, of the Policy:

Except to the extent that such liens arise because of work and labor performed or materials furnished and for which payment has been made with funds disbursed by the Company or by the Insured lender with the Company’s approval.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage incurred by reason of the enforcement or attempted enforcement of the mechanic’s lien shown in Exception ___of Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:______________________________

Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The following is hereby attached to Item 4 of Schedule B Part I of the Policy:

Notwithstanding the preceding, the Company insures the Insured against loss or damage occasioned by the statutory liens for labor or material provided by subcontractors or suppliers for work performed or materials supplied prior to the recordation of the Insured’s Mortgage encumbering the Land insured herein. In no event does said protection extend for work performed or materials supplied subsequent to the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ___________________________________

Authorized Signature

101.5-06
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage that the insured shall sustain by reason of:

(1) The failure of the foundation of the structure under construction on the Land to be within the boundary lines of the Land as of the date hereof;

(2) The location of the foundation, as of the date hereof, being in violation of the covenants, conditions or restrictions referred to in Schedule B, Part 1, as of the date hereof.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signature

102.4-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage that the Insured shall sustain by reason of:

(1) The failure of the foundation of the structure under construction on the Land to be within the boundary lines of the Land as of the date hereof;

(2) The location of the foundation, as of the date hereof, being in violation of the covenants, conditions or restrictions referred to in Schedule B as of the date hereof;

(3) The foundation encroaching as of the date hereof, onto any of the easements referred to in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: _____________________________

Authorized Signature

Form 102.5-06
Endorsement 103

Dated: <e103_dps_data1>
Order Number: <id_unit> <order_number>
Policy Number: <e103_dps_data3>
Loan No.:<cust_ref>

Address: <address_csz>

Owner: <all_buyers>

This endorsement is made part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any nor does it extend the effective date of the policy and prior endorsements or increase the face amount thereof.

The following are hereby added as to: <e103_dps_data2>
Item no. 1 under Schedule A: <date_effect> at <time_effect>
The effective date is changed as to those lots which are the subject of:
  <e103_dps_data2>
Item no. 4 under Schedule A:
  <all_buyers>

Item no. 5 under Schedule A:
  <exceptions_scha>

Item no. 6 under Schedule A:
  <legal>
Endorsement 103

Dated:  <e103_dps_data1>
Order Number:  <id_unit> <order_number>
Policy Number:  <e103_dps_data3>
Loan #  <cust_ref>

(Endorsement Continued)

To Schedule B-I:

<exceptions_schb>
Endorsement 103

Dated: <e103_dps_data1>
Order Number: <id_unit> <order_number>
Policy Number: <e103_dps_data3>
Loan # <cust_ref>

(Endorsement Continued)

To Schedule B-II:

<exceptions_schbii>
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

(1) damage to an existing building located on the Land, or

(2) enforced removal or alteration of an existing building located on the Land,

as a result of the exercise of the right of use or maintenance of the easement referred to in Exception ___ of Schedule B for the purpose for which it was granted or reserved.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Date:

BLANK TITLE INSURANCE COMPANY

By:___________________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage that the Insured shall sustain resulting from:

(a). Damage to the existing improvements, including lawns, shrubbery and trees, on the Land;

(b). Interference with the continuing use, as presently utilized, of the existing improvements on the Land,

as a result of the exercise of the right of use or maintenance of the easement referred to in Exception ___ of Schedule B for the purpose for which it was granted or reserved.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: __________________________
   Authorized Signature

103.1A-06 Owners
The Company insures against loss or damage sustained by the Insured shall sustain, in the event that owner of the adjoining land shall compel, pursuant of a final judgment or court order, the forced removal of any portion of the improvements on the insured Land which encroach upon said adjoining land as referred to Exception \(<data_1>\) of Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

\(<name_underwriter>\)

By: \(<name_company>\)

By:

\(<signature_endorse>\)

Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Mortgage referred to in Paragraph _________ Schedule A against loss which the insured shall sustain in the event that the owner of the easement referred to in Exception ___ of Schedule B shall, for the purpose of _________ compel the removal of any portion of the improvements on the Land which encroach upon said easement.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:__________________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage which the Insured shall sustained by reason of the entry of a final judgment or court order adverse to the Title insured resulting from:

1. Damage to the existing improvements, including lawns, shrubbery and trees, on the Land;

2. Interference with the continuing use, as presently utilized, of the existing improvements on the Land,

occasioned by the encroachment(s) referred to in Exception ____ of Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________
Authorized Signature

103.3A-06
ENDORESMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss which the Insured shall sustain by reason of the failure of the easement described as Parcel ___ in Schedule ___ to provide the owner of the estate or interest referred to in Schedule A with ingress and egress to and from a public street known as:

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

Form 103.4-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss which the Insured shall sustain by reason of damage to existing improvements, including lawns, shrubbery or trees, resulting from the exercise of any right to use the surface of the Land for the extraction or development of water excepted from the description of the Land or shown as a reservation in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

103.5-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage that the Insured shall sustain by reason of the failure of the Land to abut upon a physically open street(s) known as __________________.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:_____________________________
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures ________________ against loss or damage which the Insured shall sustain by reason of the failure of the beneficial interest under the Insured Mortgage to have been transferred to the Insured by a valid assignment or assignments.

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys' fees by reason of any claim that the Assignment constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Assignment: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

This endorsement shall be effective provided that, at Date of Endorsement, (1) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Insured, or (2) if the note or notes are transferable records, the insured has “control” of the single authoritative copy of each “transferable record” as these terms are defined by applicable electronic transactions laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________________
Authorized Signature

104-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures ________________ against loss or damage which the
Insured shall sustain by reason of any of the following:

(a). The failure of the beneficial interest under the Insured Mortgage to have been
transferred to the Insured by a valid assignment or assignments;
(b). The existence of any release or reconveyance, either full or partial, of the Insured
Mortgage, or any modification or subordination thereof, appears in the Public
Records.

This endorsement does not insure against, and the Company will not pay, any loss, costs,
expenses or attorneys' fees by reason of any claim that the Assignment constitutes a
preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency
or similar creditors’ rights laws. This exception shall not apply if the claim of preferential
transfer results from the failure of the recording of the Assignment: (a) to be timely; or
(b) to impart notice of its existence to a purchaser for value or to a judgment or lien
creditor.

This endorsement shall be effective provided that, at Date of Endorsement, (1) the note or
notes secured by the lien of the Insured Mortgage have been properly endorsed and
delivered to the Insured, or (2) if the note or notes are transferable records, the insured
has “control” of the single authoritative copy of each “transferable record” as these terms
are defined by applicable electronic transactions laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not
(i) modify any of the terms and provisions of the Policy, (ii) modify any prior
endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
To the extent a provision of the Policy or a previous endorsement is inconsistent with an
express provision of this endorsement, this endorsement controls. Otherwise, this
endorsement is subject to all of the terms and provisions of the Policy and of any prior
endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: __________________________________________
Authorized Signature

104.1-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures ___________________ against loss or damage which the Insured shall sustain by reason of any of the following:

(a). the failure of Date of Policy to be changed to read: ___________________;
(b). the failure of the beneficial interest under the Insured Mortgage to have been transferred to the Insured by a valid assignment or assignments.

This endorsement does not insure against, and the Company will not pay, any loss, cost, expenses or attorneys' fees by reason of any claim that the Assignment constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Assignment: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

This endorsement shall be effective provided that, at Date of Endorsement, (1) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Insured, or (2) if the note or notes are transferable records, the insured has “control” of the single authoritative copy of each “transferable record” as these terms are defined by applicable electronic transactions laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:_________________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures ________________ against loss or damage which the Insured shall sustain by reason of the failure of the beneficial interest under the Insured Mortgage to have been assigned to such Insured as collateral security.

Impairment, failure or loss of title to the beneficial interest transferred to the Insured Assignee is expressly excluded from the coverage hereof if resulting from:

(a). lack of possession of the original promissory note secured by the Insured Mortgage, or

(b). the absence from the original promissory note of a proper endorsement to the Insured Assignee.

The liability of the Company under this endorsement shall not exceed the sum of $____________ and costs which the Company is obligated to pay under the Conditions of the policy; and the total liability of the Company under the policy and any endorsement thereto shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated to pay under the Conditions.

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys' fees by reason of any claim that the Assignment constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Assignment: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

This endorsement shall be effective provided that, at Date of Endorsement, (1) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee, or (2) if the note or notes are transferable records, the Assignee has "control" of the single authoritative copy of each "transferable record" as these terms are defined by applicable electronic transactions laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior
endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ___________________________________

Authorized Signature

104.3-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures _______________________ against loss or damage which the Insured shall sustain by reason of any of the following:

(a). The failure of the beneficial interest under the Insured Mortgage to have been assigned to such Insured as collateral security;

(b). The existence of any release or reconveyance, either full or partial, of the Insured Mortgage, or any modification or subordination thereof, appears in the Public Records.

Impairment, failure or loss of title to the beneficial interest transferred to the Insured Assignee is expressly excluded from the coverage hereof if resulting from:

(a). lack of possession of the original promissory note secured by the Insured Mortgage, or

(b). the absence from the original promissory note of a proper endorsement to the Insured Assignee.

The liability of the Company under this endorsement shall not exceed the sum of $____________ and costs which the Company is obligated to pay under the Conditions of the policy; and the total liability of the Company under the policy and any endorsement thereto shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated to pay under the Conditions.

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys' fees by reason of any claim that the Assignment constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Assignment: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

This endorsement shall be effective provided that, at Date of Endorsement, (1) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee, or (2) if the note or notes are transferable records, the Assignee
has "control" of the single authoritative copy of each "transferable record" as these terms are defined by applicable electronic transactions laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________________
Authorized Signature

104.4-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss which the insured shall sustain by reason of:

(a) any defect in the execution of the document entitled _________________ referred to in Exception ___ of Part ____ of Schedule B; and

(b) the existence, as shown by the Public Records, of any prior assignment of the lessor's interest in the lease or leases specified in such document, including any assignments of rents thereunder, other than as set forth in Schedule B.

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys' fees by reason of any claim that the Assignment constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Assignment: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: _____________________________
    Authorized Signature

Form 104.6-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss which the Insured shall sustain by reason of the existence, as shown by the Public Records, of any assignment of rents prior to the assignment of rents contained in the Mortgage shown in Exception _____ of Schedule B, Part _____, other than as set forth in Schedule B.

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the assignment by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

(a). the assignment being deemed a fraudulent conveyance or fraudulent transfer; or

(b). the assignment being deemed a preferential transfer.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

104.7-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby increases the face Amount of Insurance of said policy from $_________________ to $_______________, effective as of the Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:______________________________

Authorized Signature

107.2-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby increases the Amount of Insurance of the Policy from $___________ to $___________, and the effective Date of Policy is hereby changed to read as ________________.

The Company hereby insures:

(a). That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in the policy, except:

(b). That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.

This endorsement does not insure against and the Company will not pay any loss, costs, expenses or attorneys’ fees by reason of any claim seeking the avoidance, in whole or in part, of the interest insured in Schedule A, because of the occurrence after Date of Policy as stated in the Policy prior to issuance of this endorsement and prior to Date of Policy as stated in this endorsement, of a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditor’s rights laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ___________________________  
Authorized Signature

107.3-06
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures ____________________________
that, notwithstanding any terms or provisions in this Policy to the contrary, in the event of
loss or damage insured against under the terms of this Policy, the Company will not deny
its liability thereunder to said Insured on the ground that said Insured had knowledge of
any matter solely by reason of notice thereof imputed to it through ________________by
operation of law.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not
(i) modify any of the terms and provisions of the Policy, (ii) modify any prior
endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
To the extent a provision of the Policy or a previous endorsement is inconsistent with an
express provision of this endorsement, this endorsement controls. Otherwise, this
endorsement is subject to all of the terms and provisions of the Policy and of any prior
endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: _________________________________

Authorized Signature

107.6-06
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

The Company hereby insures <data_1> that, notwithstanding the provisions of paragraphs numbered 3(a) and 3(b) of the Exclusions from Coverage in the policy, in the event of loss or damage insured against under the terms of the policy, the Company will not deny its liability there-under to the Insured on the ground that the Insured had knowledge of any matter solely by reason of notice thereof imputed to it through <data_2>, by operation of law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>

By: <name_company>

By:

<signature_endorse>

Authorized Signature
ENFORCEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Policy is hereby amended by adding as a named Insured therein:

This endorsement does not extend the coverage of the Policy to any later date than Date of Policy, nor does it impose any liability on the Company for loss or damage resulting from (1) failure of such added Insured to acquire an insurable estate or interest in the Land, or (2) any defect, lien or encumbrance attaching by reason of the acquisition of an estate or interest in the Land by such added Insured.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:__________________________________
Authorized Signature

107.9-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Policy is hereby amended by adding as a named Insured therein:
[specify name of trust where title is not held as “trustee” of trust per se]

This endorsement does not extend the coverage of the Policy to any later date than Date of Policy, nor does it impose any liability on the Company for loss or damage resulting from (1) failure of such added Insured to acquire an insurable estate or interest in the Land, or (2) any defect, lien or encumbrance attaching by reason of the acquisition of an estate or interest in the Land by such added Insured.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signature

107.9-T-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

Said Policy is hereby amended by adding as a named Insured therein:

This endorsement does not extend the coverage of the Policy to any later date than the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:__________________________

Authorized Signature

107.10-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The effective Date of Policy is hereby changed from _____________ to ___________.

The Company hereby insures:

(a). That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the Public Records, affecting said estate or interest, other than those shown in said policy, except:

(b). That, as shown by the Public Records, the Title to said estate or interest is vested in the vestees shown in Schedule A.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:__________________________________
Authorized Signature

107.12-06
ENDORSEMENT

Attached to Guarantee No.

Issued by
BLANK TITLE INSURANCE COMPANY

Order No.____________________

The Company hereby assures the Assured that, subsequent to the effective date of the Guarantee issued under the above number, no matters are shown by the public records which would affect the assurances in said Guarantee other than the following:

This endorsement is issued as part of the Guarantee. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Guarantee, (ii) modify any prior endorsements, (iii) extend the Date of Guarantee, or (iv) increase the Amount of Insurance. To the extent a provision of the Guarantee or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Guarantee and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________________
Authorized Signature

107.13
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK INSURANCE COMPANY

Upon the representation and assurance by the Insured that the Insured has made an additional advance to ____________________________________________________________________________ in the sum of $________________, evidenced by a promissory note for that amount, executed by said party or parties, dated ________________, and secured by the Mortgage referred to in Schedule A, the Company hereby insures the Insured against loss which the Insured shall sustain by reason of:

a. Title to the estate or interest referred to in Schedule A being vested at the date of this endorsement, in other than the maker or makers of the promissory note evidencing said additional advance, except as affected by the following matters:

b. Priority over said Mortgage, insofar as the same secures said additional advance, of any lien or encumbrance existing at the date of this endorsement which is not shown or referred to in Schedule B as prior to the Insured Mortgage nor excluded from coverage in the Conditions or Exclusions From Coverage, except as affected by the following matters:

c. Any release or reconveyance, full or partial, or modification or subordination of the insured Mortgage shown by the Public Records at the date of this endorsement, except for the following instruments:

The Amount of Insurance is increased by the amount of the additional advance.

This endorsement does not insure against and the Company will not pay any loss, costs, expenses or attorneys’ fees by reason of any claim seeking the avoidance, in whole or in part, of the interest insured in Schedule A, because of the occurrence after Date of Policy as stated in the Policy prior to issuance of this endorsement and prior to Date of Policy as stated in this endorsement, of a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditor’s rights laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK INSURANCE COMPANY

By: _____________________________
Authorized Signature

108.8-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Policy is hereby amended by deleting Exception(s)_____of Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________________
Authorized Signature

Form 110.1-06
110.2-06 - Insurance against Enforceability
Owner or Lender

ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss that the Insured shall sustain by reason of the enforcement, or the attempted enforcement of __________referred to in Exception ____of Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________
Authorized Signature

110.2-06
110.3-06 Correction of Commitments or Policies
Owner/Lender

ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ___________________________________
Authorized Signature

110.3-06
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage which the Insured shall sustain by reason of the failure of that certain agreement executed by ________________________________ and recorded ________________________________, to properly modify the Mortgage referred to in Schedule A to provide:

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys’ fees by reason of any claim that the Modification constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Modification to: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

110.4-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage that the insured shall sustain by reason of:

(a). The failure of that certain agreement executed ______________ and recorded ______________ to modify the Insured Mortgage or the obligation secured thereby;

(b). The priority of any lien or encumbrance over the lien of the Insured Mortgage as modified by the above mentioned agreement, except for those matters shown in Schedule B as prior to the Insured Mortgage, and the following matters:

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys’ fees by reason of any claim that the Modification constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Modification to: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:____________________________________
Authorized Signature

110.5-06
110.5E-06 - Modification of Mortgage

ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

On the representation by the Insured that the Insured has extended the due date of the Indebtedness secured by the Insured Mortgage, the Company insures the Insured against loss or damage that the priority of the Insured Mortgage has not changed by reason of said extension.

This endorsement does not insure against loss or damage based on any statute of limitations.

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys’ fees by reason of any claim that the Modification constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Modification to: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:________________________________________
Authorized Signature

110.5E-06
110.5PB-06 Modification of Mortgage
Piggy Back

ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

INSURING PROVISIONS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE OF THE UNDERLYING LOAN POLICY, AS MODIFIED BELOW, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B OF THE UNDERLYING LOAN POLICY AND THE CONDITIONS AND STIPULATIONS OR CONDITIONS OF THE UNDERLYING LOAN POLICY, AS MODIFIED BELOW, all of which are incorporated into this endorsement by reference, Blank Title Insurance Company, (hereinafter referred to as "the Company") hereby insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage which the Insured shall sustain by reason of:

1. The failure of that certain agreement executed by ____________ and recorded ______________ to modify the Insured Mortgage or the obligation secured thereby;

2. The priority of any lien or encumbrance over the lien of the Insured Mortgage as modified by the above mentioned agreement, except for those matters shown in Schedule B as prior to the Insured Mortgage, and the following matters:

The Company hereby insures the Insured against loss or damage, not exceeding the Amount of Insurance stated in Schedule A of the Underlying Loan Policy, which the Insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The Company will pay the costs, attorneys' fees and expenses incurred in defense of the Title or the lien of the Insured Mortgage as insured herein, but only to the extent provided in the Conditions.

The Company shall have no liability under this endorsement for risks insured under the Underlying Loan Policy.
This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys’ fees by reason of any claim that the Modification constitutes a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditors’ rights laws. This exception shall not apply if the claim of preferential transfer results from the failure of the recording of the Modification to: (a) to be timely; or (b) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

EXCLUSIONS FROM COVERAGE

For the purposes of the insurance provided by this endorsement, the following Exclusions from Coverage are added:

1. Any claim, which arises out of modifications of the Insured Mortgage or the obligations secured thereby subsequent to the Underlying Policy Date by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

   (a) the subordination of the interest of the insured under this endorsement as a result of the application of the doctrine of equitable subordination; or

   (b) a modification being deemed a preferential transfer.

2. Defects, liens, encumbrances, adverse claims or other matters attaching or created on or prior to Date of Policy of the Underlying Loan Policy.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

   The following terms when used in this endorsement mean:

   (a) "Underlying Loan Policy": The Loan Policy of title insurance which is identified in Schedule A - Endorsement.

   (b) "Underlying Policy Date": Date of Policy of the Underlying Loan Policy.

   (c) "Endorsement Date": The date of recording of the Amendment in the Public Records.

   All terms contained in this endorsement that are not defined above but which are defined in the Underlying Loan Policy shall have the same meanings as expressed in the Underlying Loan Policy.

2. Notices, where sent
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include a copy of this endorsement and shall be addressed to ________________.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ____________________________
    Authorized Signature

110.5PB-06
SCHEDULE A - ENDORSEMENT

Endorsement No.

Endorsement Date:

1. Name of Insured: ________________________________

2. Underlying Loan Policy:  (name of underwriter issuing original policy) Policy Number: _______________

3. Underlying Policy Date: _____________________________
ENDORESMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage by reason of:

(1) The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions therein which provide for changes in the rate of interest.

(2) Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by said changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury or (b) any consumer credit protection or truth in lending law.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:____________________________________
Authorized Signature

110.7-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

(a). The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions therein which provide for: (a) interest on interest; (b) changes in the rate of interest; or (c) the addition of unpaid interest to the principal balance of the loan.

(b). Loss of priority of the lien of the Insured Mortgage as security for the principal balance of the loan, including any unpaid interest which was added to principal in accordance with the provisions of the insured mortgage, interest on interest, or interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by (a) changes in the rate of interest; (b) interest on interest; or (c) increases in the unpaid principal balance of the loan resulting from the addition of unpaid interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury or (b) any consumer credit protection or truth in lending law.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signature

110.8-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Mortgage referred to in paragraph ___ of Schedule ___ against loss which the insured shall sustain by reason of any loss of priority of the lien of the Insured Mortgage on the estate or interest referred to in Schedule A in the remainder of the Land, occasioned by the execution of a partial release or reconveyance dated ___________________ and recorded______________.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK INSURANCE COMPANY

By: _____________________________________
Authorized Signature

111-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage which the Insured shall sustain by reason of:

1. Any impairment of the lien of the Insured Mortgage with respect to that portion of the Land not described in that certain partial release or reconveyance dated ______________ and recorded ____________________, or any other partial release or reconveyance appearing in the Public Records, hereinafter referred to as "Remainder Land."

2. The existence of any encroachment of buildings, structures or improvements located on the Remainder Land onto adjoining lands.

3. The existence of any encroachment of buildings, structures, or improvements located on adjoining land onto the Remainder Land.

4. The failure of [insert type of improvement; i.e. "a commercial building"] known as [insert street address] to be located on the Remainder Land at the date hereof.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By_________________________________
Authorized Signature

Form 111.3
Form 111.10-06 - Revolving Credit Loan, Optional Advance  
Lender - Commercial

ENDORSEMENT

Attached to Policy No.

Issued by  
BLANK TITLE INSURANCE COMPANY

1. The Company hereby assures the owner of the Indebtedness secured by the Insured Mortgage that advances made subsequent to Date of Policy pursuant to the terms of the _______________ ("Agreement"), which are secured by the Insured Mortgage, shall be included within the coverage of the policy not to exceed the face amount of the policy, provided that the vestee is the owner of the estate or interest covered by the policy at the date any such advances are made and subject to the limitations hereinafter set forth.

2. The Company hereby insures the insured against loss or damage which the Insured shall sustain due to the failure of subsequent advances to have the same priority over liens, encumbrances and other matters disclosed by the Public Records as do advances secured by the Insured Mortgage as of the Date of Policy, except for the following matters, if any, occurring subsequent to the Date of Policy:

   (a). Federal tax liens.

   (b). Liens, encumbrances or other matters, the existence of which are actually known to the insured prior to date of the advances.

   (c). Bankruptcies affecting the estate or interest of the vestee prior to date of the advances.

   (d). Taxes or assessments of any taxing authority that levies taxes or assessments on real property.

3. Provided the Agreement secured by the Insured Mortgage contains provisions providing for changes in the rate of interest, the Company further insures the Insured against loss or damage which the Insured shall sustain by reason of:

   (a). The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions of the Agreement which provide for changes in the rate of interest.

   (b). Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement, together with interest
as changed in accordance with the provisions of the Agreement, which loss of priority is caused by said changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Agreement.

This endorsement does not insure against loss or damage based upon

(a). usury, or

(b). any consumer credit protection or truth-in-lending law, or

(c). environmental protection laws.

This endorsement does not insure against and the Company will not pay any loss, costs, expenses or attorneys’ fees by reason of any claim seeking the avoidance, in whole or in part, of the interest insured in Schedule A, because of the occurrence after Date of Policy as stated in the Policy prior to issuance of this endorsement and prior to Date of Policy as stated in this endorsement, of a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditor’s rights laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:________________________________________

Authorized Signature

111.10-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

1. The Company hereby assures the owner of the Indebtedness secured by the Insured Mortgage that advances made subsequent to Date of Policy pursuant to the terms of the ____________ ("Agreement"), which are secured by the Insured Mortgage, shall be included within the coverage of the policy, not to exceed the face amount of the policy, provided that the vestee is the owner of the estate or interest covered by the policy at the date any such advances are made and subject to the limitations hereinafter set forth.

2. The Company hereby insures the Insured against loss or damage which the Insured shall sustain due to the failure of subsequent advances to have the same priority over liens, encumbrances and other matters disclosed by the Public Records as advances secured by the Insured Mortgage as of the Date of Policy, except for the following matters, if any, disclosed by the Public Records subsequent to the Date of Policy:

   (a). Federal tax liens.

   (b). Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of such advances, if the advance is made subsequent to the occurrence of a default (of which the insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the insured of such default.

   (c). Bankruptcies affecting the estate or interest of the vestee prior to date of such advances.

   (d). Taxes or assessments of any taxing authority that levies taxes or assessments on real property.

3. Provided the Agreement secured by the Insured Mortgage contains provisions providing for changes in the rate of interest, the Company further insures the insured against loss or damage which the insured shall sustain by reason of:

   (a). The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions of the Agreement which provide for changes in the rate of interest.

   (b). Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement, together with interest as changed in accordance with the provisions of the Agreement, which loss of priority is caused by said changes in the rate of interest.
"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Agreement.

4. The Company further assures the insured that the advances described above shall not constitute "additional principal indebtedness", or "indebtedness created subsequent to Date of Policy", as may be referred to in the Conditions of the policy for purposes of limiting liability under the provisions thereof.

This endorsement also does not insure against loss or damage based upon

(a). usury, or

(b). any consumer credit protection or Truth-in-Lending law, or

(c). environmental protection laws.

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys’ fees by reason of any claim seeking the avoidance, in whole or in part, of the interest insured in Schedule A, because of the occurrence after Date of Policy as stated in the Policy prior to issuance of this endorsement and prior to Date of Policy as stated in this endorsement, of a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditor’s rights laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________________

Authorized Signature

111.11-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby assures the Insured against loss or damage the Insured shall sustain by reason of the failure of the estate or interest described in Schedule A to constitute a condominium as defined in Colorado Revised Statutes 38-33-103 or Colorado Revised Statutes 38-33.3-103, in fee, or to be entitled to be assessed and taxed as a separate parcel.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________
Authorized Signature

115-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the Title to the unit and its common elements.

3. Present violations of any restrictive covenants that restrict the use of the unit and its common elements and that are contained in the condominium documents or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 3, the words “restrictive covenants” do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any Insured Mortgage identified in Schedule A.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements that exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of the Title by reason of a right of first refusal, to purchase the unit and its common elements that was exercised or could have been exercised at Date of Policy.
This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________
    Authorized Signature

115.1-06 Condominium
    ALTA 4-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the Title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of the Title. As used in this paragraph 3, the words “restrictive covenants” do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.
4. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
5. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
6. The failure of Title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at date of policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________  
Authorized Signature
ENDORSEMENT

Attached to Policy No

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the Land. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of the Title. As used in this paragraph 1, the words “restrictive covenants” do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

2. Any charges or assessments in favor of any association of homeowners which are provided for in any document referred to in Schedule B due and unpaid at Date of Policy.

3. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining Land or onto any easements.

4. The failure of Title by reason of a right of first refusal to purchase the Land which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________
Authorized Signature

115.2-06
ALTA 5.1-06
ENDORSEMENT

Attached to Policy No

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the Land. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of the Title. As used in this paragraph 1, the words “restrictive covenants” do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

2. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.

3. The failure of Title by reason of a right of first refusal to purchase the Land which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: __________________________
Authorized Signature

115.2b-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of the failure of (i) a __________________________ (description of improvement e.g. "a single residence") known as ________________ (street address), to be located on the Land at Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: __________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage that the Insured shall sustain by reason of the failure of the Land to be the same as that delineated on the survey made by _______________ dated __________, [entitled/designated Job No. _____], [last revised].

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

116.1-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of the failure of the dimensions of the exterior boundary of [the common area] referred to in Schedule ___ of this Policy, being the exterior boundary of the project at Date of Policy, to be correctly shown on that map recorded ______________________________ in the office of the County Recorder of __________ County.

The Company further insures the Insured against loss or damage which the Insured shall sustain by reason of the failure of the estate or interest referred to in Schedule ___ to include a [residence and a garage], within the project boundaries, which [residence and garage] is designated as [insert unit numbers], as shown on that map recorded ______________, in the office of the County Recorder of ______ County, and is known as __________________________ [street address].

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:__________________________________
Authorized Signature

116.2-06
ENDORSEMENT

Attached to Policy No.

Issued By

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage which the Insured shall sustain by reason of:

(a). the failure of the Land to be contiguous along its ______ boundary line to

[describe the land that is contiguous to the insured Land (as defined in the policy by its legal description) or by reference to a recorded instrument - e.g. "... that certain parcel of real property legally described in the deed recorded as Instrument No. ____________, records of _______________ County, State of Colorado]

(b). the presence of any gaps, strips or gores separating the contiguous boundary line described above.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: _______________________________

Authorized Signature

116.4-06
ENDORSEMENT

Attached to Guarantee No.

Issued by
BLANK TITLE INSURANCE COMPANY

Order No._________________________
Effective Date:____________________

The Company hereby assures the Assured that, subsequent to the effective date of the Guarantee issued under the above Order Number, no matters are shown by the public records which would affect the assurances in the Guarantee other than the following:

This endorsement is issued as part of the Guarantee. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Guarantee, (ii) modify any prior endorsements, (iii) extend the Date of Guarantee, or (iv) increase the Amount of Insurance. To the extent a provision of the Guarantee or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Guarantee and of any prior endorsements.

Dated: ____________________________

BLANK TITLE INSURANCE COMPANY

By: _______________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

Based upon the representation of the Insured that the Insured has made an advance to ______________ in the sum of $____________, which is a portion of the Indebtedness evidenced by the note or notes secured by the Insured Mortgage, the Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage which the Insured shall sustain by reason of:

(a). The existence of any lien, encumbrance or other matter affecting the estate or interest referred to in Schedule A, recorded in the Public Records subsequent to Date of Policy, except:

(b). Title to the estate or interest referred to in Schedule A being vested other than as shown in Schedule A according to the Public Records:

The insurance under this endorsement does not modify the mechanic’s lien exception shown in Exception _____ of Schedule B, Part I of the Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:________________________________

Authorized Signature

Form 122-06
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy:

   (a) According to applicable zoning ordinances and amendments, the Land is not classified Zone __________________________.

   (b) The following use or uses are not allowed under that classification:

2. There shall be no liability under this endorsement based on:

   (a) Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.

   (b) The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

   (c) The refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Date:

BLANK TITLE INSURANCE COMPANY

By: _____________________________

Authorized Signature

Form 123.1-06 Zoning
ALTA 3-06
1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy:

   (a) According to applicable zoning ordinances and amendments, the Land is not classified in Zone <data_1>.

   (b) The following use or uses are not allowed under that classification: <data_2>

   (c) There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.

2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following:

   (a) Area, width or depth of the Land as a building site for the structure;

   (b) Floor space area of the structure;

   (c) Setback of the structure from the property lines of the Land; or

   (d) Height of the structure; or

   (e) Number of parking spaces.

3. There shall be no liability under this endorsement based on:

   (a) The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

   (b) The refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>
of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

<name_underwriter>
By: <name_company>

By:

<signature_endorse>
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of any final judgment of a court of competent jurisdiction that either the lien of the Insured Mortgage has been terminated or the Title of an Insured, who has acquired all or any part of the Land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner, which discharges the lien of the Insured Mortgage, has been defeated by a valid exercise of the right of rescission conferred by the Federal Truth-in-Lending Act and that the right or rights of rescission existed because neither the credit transaction evidenced by the Insured Mortgage nor the right of rescission was exempted or excepted by the provisions of Regulation Z (12 CFR 226).

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ___________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

Provided there is situated on the Land described in Schedule A of the Policy, a single family residence, the Policy is hereby amended as follows:

Notwithstanding anything therein to the contrary, the Policy insures against loss or damage by reason of the following:

1. Any unfiled lien for labor or material furnished for the improvements on the Land (except for any such lien arising out of construction contracted for or assumed by the Insured), provided construction of all improvements is completed at Date of Policy.

2. Rights or claims of parties in possession of the principal dwelling.

3. The enforced removal of the principal dwelling on account of, at Date of Policy:

   (a) Any encroachment of said principal dwelling onto adjoining lands or onto any easement shown as an exception in Schedule B or onto any unrecorded subsurface easements.
   (b) Any violation of building setback lines or covenants, conditions or restrictions referred to in Schedule B of the Policy.
   (c) Any violation of any zoning ordinance if the Land is used only for a single family residence

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the indebtedness secured by the Insured Mortgage against loss which said Insured shall sustain by reason of:

(a). The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions therein which provide for changes in the rate of interest.

(b). Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by changes in the rate of interest.

“Changes in the rate of interest”, as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage at Date of Policy.

(c). Loss of priority of the lien of the Insured Mortgage as to each and every advance which the Insured makes pursuant to the provisions of the Insured Mortgage or (the “Agreement”) provided, however, that no coverage is given by this Paragraph (c) as to any advance made after the Insured has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the Insured Mortgage and provided further that no coverage is given by this Paragraph (c) as to any advance made during any period in which an Event of Default exists under the terms of the Insured Mortgage or as to any advance made more than 10 days after notice of exercise of the call option provided for in the Agreement has been given or as to any advance made after the specified date in the Notice of Cancellation given pursuant to the Agreement, with respect to any sale, transfer, lien, encumbrance or other matter of which the Insured has actual knowledge on the date of such advance.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth-in-lending law, or (c) Federal Tax Liens, or (d) Bankruptcies appearing in the public records affecting the estate of the vestee prior to the date of such advances.

This Policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the face amount of the Policy) notwithstanding the fact that prior advances may have been made and previously repaid.
For the purposes of this endorsement, and notwithstanding any terms or provisions in this Policy to the contrary, the following terms shall be defined as follows:

“Advances” shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which: (a) a check is drawn on the account established by the Agreement (represented by the date appearing on the check); or (b) the insured pursuant to its contractual obligations under the Agreement authorized a charge for the benefit of an individual authorized to incur charges under/on the credit card issued to such an individual to the account established by the Agreement; or (c) a credit card charge is actually made; or (d) an advance is otherwise made pursuant to the Agreement.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

201.1
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby assures the Insured that, notwithstanding any terms or provisions in this Policy to the contrary, advances made subsequent to the Date of the Policy pursuant to the terms of the revolving line of credit agreement, which are secured by the Insured Mortgage, shall be included within the coverage of this Policy not to exceed the face amount of the Policy, provided that said vestee is the owner of the estate or interest covered by the Policy at the date any such advances are made a subject to the limitations hereinafter set forth.

The Company further assures the Insured that such subsequent advances shall have the same priority over liens, encumbrances and other matters disclosed by the public records as do advances secured by the Insured Mortgage as of Date of Policy, except for the following matters, if any, disclosed by the public records subsequent to Date of Policy:

(a). Federal tax liens.

(b). Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of such advances if the advance is made subsequent to the occurrence of an event of default under the terms of the Insured mortgage and prior to a cure of such default.

(c). Bankruptcies affecting the estate or interest of the vestee prior to date of such advances.

The total liability of the Company under the Policy and any endorsements therein shall not exceed, in the aggregate, the face amount of the Policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________
Authorized Signature

300.7
300.8-06 - Revolving Credit/Variable Rate Lender

ENDORSEMENT

Attached to Policy No.

Issued By
BLANK TITLE INSURANCE COMPANY

Provided that:

(a). The land is a one-to-four family residence or condominium unit; and

(b). The Insured Mortgage creates a lien on the Land; and

(c). The borrower named in the Insured Mortgage, ("Borrower") is the owner of the Land at the date an advance is made pursuant to the note or agreement secured by the Insured Mortgage referred to above;

The Company hereby insures against loss or damage which the Insured shall sustain by reason of:

1. The failure of the lien for future advances secured by the Insured Mortgage to have the same priority over liens, encumbrances, and other matters disclosed by the Public Records as advances secured by the insured's mortgage at the date of its recording, except for the following matters:

   (a). Ad Valorem taxes or assessments;

   (b). Federal tax liens;

   (c). Environmental protection liens;

   (d). Liens, encumbrances, or other matters, the existence of which are actually known to the Insured prior to the date of an advance;

   (e). Liens imposed by law for services, labor or materials.

2. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions of the Insured Mortgage which provide for changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage at Date of Policy.
3. Loss of priority of the lien of the Insured Mortgage resulting from changes in the rate of interest calculated in accordance with the formula provided in the Insured Mortgage at the date it is recorded in the Public Records.

This Endorsement does not insure:

(a). That the Borrower owns the Land nor that the Insured Mortgage creates a lien on the Land, nor the validity, enforceability, or priority of the lien of the Insured Mortgage, except to the extent expressly stated; nor

(b). Against loss or damage resulting from (1) usury, (2) any consumer credit protection or truth in lending law, or (3) bankruptcy or insolvency proceedings of the Borrower.

This endorsement does not insure against and the Company will not pay any loss, cost, expenses or attorneys’ fees by reason of any claim seeking the avoidance, in whole or in part, of the interest insured in this Policy, because of the occurrence after Date of Policy as stated in the Policy prior to issuance of this endorsement and prior to Date of Policy as stated in this endorsement, of a preferential transfer or fraudulent conveyance under federal bankruptcy, state insolvency or similar creditor’s rights laws.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:___________________________________________________
Authorized Signature

300.8-06
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the lien of any assessments for street improvements under construction or completed at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

any final judgment of a court of competent jurisdiction that either the lien of the Insured Mortgage has been terminated or the Title of an Insured, who has acquired all or any part of the Land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner, that discharges the lien of the Insured Mortgage, has been defeated by a valid exercise of the right of rescission conferred by the Federal Truth-in-Lending Act and that the right or rights of rescission existed because neither the credit transaction evidenced by the Insured Mortgage nor the right of rescission was exempted or excepted by the provisions of Regulation Z (12 CFR 226).

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________
Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
   a. According to applicable zoning ordinances and amendments, the Land is not classified Zone ____________________________;
   b. The following use or uses are not allowed under that classification:

2. There shall be no liability under this endorsement based on
   a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.a. does not modify or limit the coverage provided in Covered Risk 5.
   b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.
   c. The refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _____________________________________
   Authorized Signatory
ENDORSEMENT
Attached to Policy No. ________________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy,
   a. according to applicable zoning ordinances and amendments, the Land is not classified Zone ____________;
   b. the following use or uses are not allowed under that classification:
   c. There shall be no liability under paragraph 1.b. if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1.c. does not modify or limit the coverage provided in Covered Risk 5.

2. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in paragraph 1.b. or requiring the removal or alteration of the structure, because, at Date of Policy, the zoning ordinances and amendments have been violated with respect to any of the following matters:
   a. Area, width, or depth of the Land as a building site for the structure
   b. Floor space area of the structure
   c. Setback of the structure from the property lines of the Land
   d. Height of the structure, or
   e. Number of parking spaces.

3. There shall be no liability under this endorsement based on:
   a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
   b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement:
   
   a. "Improvement" means a building, structure, road, walkway, driveway, curb, subsurface utility or water well existing at Date of Policy or to be built or constructed according to the Plans that is or will be located on the Land, but excluding crops, landscaping, lawns, shrubbery, or trees.
   
   b. "Plans" means those site and elevation plans made by [name of architect or engineer] dated _____, last revised __________, designated as [name of project] consisting of ___ sheets.

2. The Company insures against loss or damage sustained by the Insured in the event that, at Date of Policy

   a. according to applicable zoning ordinances and amendments, the Land is not classified Zone ____________________;
   
   b. the following use or uses are not allowed under that classification:
   
   c. There shall be no liability under paragraph 2.b. if the use or uses are not allowed as the result of any lack of compliance with any condition, restriction, or requirement contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2.c. does not modify or limit the coverage provided in Covered Risk 5.

3. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing Improvement, as specified in paragraph 2.b. or requiring the removal or alteration of the Improvement, because of a violation of the zoning ordinances and amendments in effect at Date of Policy with respect to any of the following matters:

   a. Area, width, or depth of the Land as a building site for the Improvement
   
   b. Floor space area of the Improvement
   
   c. Setback of the Improvement from the property lines of the Land
   
   d. Height of the Improvement, or
   
   e. Number of parking spaces.

4. There shall be no liability under this endorsement based on:

   a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;

   b. the refusal of any person to purchase, lease or lend money on the Title covered by this policy.
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the Title to the unit and its common elements.

3. Present violations of any restrictive covenants that restrict the use of the unit and its common elements that are contained in the condominium documents or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 3, the words “restrictive covenants” do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

4. The priority of any lien for charges and assessments provided for in the condominium statutes and condominium documents at Date of Policy over the lien of any Insured Mortgage identified in Schedule A.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements that exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of the Title by reason of a right of first refusal, to purchase the unit and its common elements that was exercised or could have been exercised at Date of Policy.
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
    Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.

2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the Title to the unit and its common elements.

3. Present violations of any restrictive covenants that restrict the use of the unit and its common elements and that are contained in the condominium documents or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph, the words “restrictive covenants” do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

4. Any charges or assessments provided for in the condominium statutes and condominium documents due and unpaid at Date of Policy.

5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.

6. Any obligation to remove any improvements that exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.

7. The failure of the Title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]
BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B that restrict the use of the Land or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 1, the words "restrictive covenants" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

2. The priority of any lien for charges and assessments in favor of any association of homeowners that are provided for in any document at Date of Policy and referred to in Schedule B over the lien of any Insured Mortgage identified in Schedule A.

3. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.

4. The failure of the Title by reason of a right of first refusal to purchase the Land that was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B that restrict the use of the Land or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 1, the words "restrictive covenants" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

2. Any charges or assessments in favor of any association of homeowners, that are provided for in any document referred to in Schedule B, due and unpaid at Date of Policy.

3. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.

4. The failure of the Title by reason of a right of first refusal to purchase the Land that was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>

Issued By
<name_underwriter>

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from its provisions that provide for changes in the rate of interest.

2. Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

<name_underwriter>
By: <name_company>

By:

<signature_endorse>
Authorized Signature
ENDORSEMENT
Attached to Policy No. _________
Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from its provisions that provide for (a) interest on interest, (b) changes in the rate of interest, or (c) the addition of unpaid interest to the principal balance of the loan.

2. Loss of priority of the lien of the Insured Mortgage as security for the principal balance of the loan, including any unpaid interest which was added to principal in accordance with the provisions of the Insured Mortgage, interest on interest, or interest as changed in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by (a) changes in the rate of interest, (b) interest on interest, or (c) increases in the unpaid principal balance of the loan resulting from the addition of unpaid interest.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon:

1. usury, or

2. any consumer credit protection or truth in lending law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The term “Land” includes the manufactured housing unit located on the land described in Schedule A at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________
    Authorized Signatory

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ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The term "Land" includes the manufactured housing unit located on the land described in Schedule A at Date of Policy.

2. Unless excepted in Schedule B, the Company insures against loss or damage sustained by the Insured if, at Date of Policy:
   a. A manufactured housing unit is not located on the land described in Schedule A.
   b. The manufactured housing unit located on the land is not real property under the law of the state where the Land described in Schedule A is located.
   c. The owner of the land is not the owner of the manufactured housing unit.
   d. Any lien is attached to the manufactured housing unit as personal property, including
      i. a federal, state, or other governmental tax lien,
      ii. UCC security interest,
      iii. a motor vehicular lien, or
      iv. other personal property lien.
   e. The lien of the Insured Mortgage is not enforceable against the Land.
   f. The lien of the Insured Mortgage is not enforceable in a single foreclosure procedure.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The term "Land" includes the manufactured housing unit located on the land described in Schedule A at Date of Policy.

2. Unless excepted in Schedule B, the Company insures against loss or damage, sustained by the Insured if, at Date of Policy:
   a. A manufactured housing unit is not located on the land described in Schedule A.
   b. The manufactured housing unit located on the land is not real property under the law of the state where the Land described in Schedule A is located.
   c. The Insured is not the owner of the manufactured housing unit.
   d. Any lien is attached to the manufactured housing unit as personal property, including
      i. a federal, state, or other governmental tax lien,
      ii. UCC security interest,
      iii. a motor vehicular lien, or
      iv. other personal property lien.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over

(a) any environmental protection lien that, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge, or is filed in the records of the clerk of the United States district court for the district in which the Land is located, except as set forth in Schedule B; or

(b) any environmental protection lien provided by any state statute in effect at Date of Policy, except environmental protection liens provided by the following state statutes:

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only:
   a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. “Improvement” means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation of a Covenant that:
      i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
      ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
      iii. causes a loss of the Insured’s Title acquired in satisfaction or partial satisfaction of the Indebtedness;
   b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. The Company insures against loss or damage sustained by reason of:
   a. An encroachment of:
      i. an Improvement located on the Land, at Date of Policy, onto adjoining land or onto that
         portion of the Land subject to an easement; or
      ii. an Improvement located on adjoining land onto the Land at Date of Policy
         unless an exception in Schedule B of the policy identifies the encroachment otherwise
         insured against in Sections 4.a.i. or 4.a.ii.;
   b. A final court order or judgment requiring the removal from any land adjoining the Land of an
      encroachment identified in Schedule B; or
   c. Damage to an Improvement located on the Land, at Date of Policy:
      i. that is located on or encroaches onto that portion of the Land subject to an easement
         excepted in Schedule B, which damage results from the exercise of the right to maintain the
         easement for the purpose for which it was granted or reserved; or
      ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or
         development of minerals or any other subsurface substances excepted from the description
         of the Land or excepted in Schedule B.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs,
   attorneys’ fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation
      on the Land;
   c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind
      or nature, including hazardous or toxic matters, conditions, or substances;
   d. contamination, explosion, fire, fracturing, vibration, earthquake or subsidence; or
   e. negligence by a person or an Entity exercising a right to extract or develop minerals or other
      subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any
of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of
Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous
endorsement is inconsistent with an express provision of this endorsement, this endorsement controls.
Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior
endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
    Authorized Signatory

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ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only, “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
   b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only,
   a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. “Improvement” means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only:
   a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to the Land at Date of Policy that by law constitutes real property.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation of a Covenant that:
      i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
      ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
      iii. causes a loss of the Insured’s Title acquired in satisfaction or partial satisfaction of the Indebtedness;
   b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   c. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.d, any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. "Private Right" means (i) a private charge or assessment; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant.

3. The Company insures against loss or damage sustained by the Insured under this Loan Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy (a) results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or (b) causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from any covenant, condition, limitation or restriction:
   a. contained in an instrument creating a lease;
   b. relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________
Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. “Future Improvement” means a building, structure, road, walkway, driveway, curb, lawn, shrubbery or trees to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property.
   c. “Improvement” means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.
   d. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated ____, last revised ________, designated as (insert name of project or project number) consisting of ____ sheets.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation of a Covenant that:
      i. divests, subordinates, or extinguishes the lien of the Insured Mortgage,
      ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
      iii. causes a loss of the Insured’s Title acquired in satisfaction or partial satisfaction of the Indebtedness;
   b. A violation of an enforceable Covenant by an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception in Schedule B of the policy identifies the violation;
   c. Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
   d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. The Company insures against loss or damage sustained by reason of:
   a. An encroachment of:
      i. an Improvement located on the Land at Date of Policy or a Future Improvement, onto
         adjoining land or onto that portion of the Land subject to an easement; or
      ii. an Improvement located on adjoining land onto the Land at Date of Policy,
         unless an exception in Schedule B of the policy identifies the encroachment otherwise insured
         against in Sections 4.a.i. or 4.a.ii.;
   b. Damage to an Improvement located on the Land at Date of Policy or a Future Improvement:
      i. that encroaches onto that portion of the Land subject to an easement excepted in Schedule
         B, which damage results from the exercise of the right to maintain the easement for the
         purpose for which it was granted or reserved; or
      ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or
         development of minerals or any other subsurface substances excepted from the description
         of the Land or excepted in Schedule B.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs,
   attorneys’ fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation
      on the Land;
   c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind
      or nature, including hazardous or toxic matters, conditions, or substances;
   d. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; or
   e. negligence by a person or an Entity exercising a right to extract or develop minerals or other
      subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any
of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of
Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous
endorsement is inconsistent with an express provision of this endorsement, this endorsement controls.
Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior
endorsements.

Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________
    Authorized Signatory
ENDORSMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. “Future Improvement” means a building, structure, road, walkway, driveway, curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   c. “Improvement” means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   d. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated ____, last revised ____, designated as (insert name of project or project number) consisting of ___ sheets.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation of an enforceable Covenant by an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception in Schedule B of the policy identifies the violation;
   b. Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
   c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
American Land Title Association

(Covenants Conditions and Restrictions – Land Under Development – Owner’s Policy)
Adopted 04-02-12

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
    Authorized Signatory
1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only:

   (a) “Covenant” means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.

   (b) “Private Right” means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.

3. The Company insures against loss or damage sustained by the Insured under this owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:

   (a) any Covenant contained in an instrument creating a lease.

   (b) any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;

   (c) any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or

   (d) any Private Right in an instrument identified in Exceptions(s) <data_1> in Schedule B.
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>

By: <name_company>

By:

<signature_endorse>

Authorized Signature
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>

1. The insurance provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only:
   (a) “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   (b) “Improvement” means an improvement, including lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Policy that by law constitutes real property.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation at Date of Policy of a Covenant that:
      (I) divests, subordinates, or extinguishes the lien of the Insured Mortgage,
      (ii) results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or
      (iii) causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
   b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
   c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>

Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. The Company insures against loss or damage sustained by reason of:
   a. An encroachment of:
      (i) an Improvement located on the Land at Date of Policy, onto adjoining land or onto that portion of the Land subject to an easement; or
      (ii) an Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.(i) or 4.a (ii);
   b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or
   c. Damage to an Improvement located on the Land at Date of Policy:
      (i) that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
      (ii) resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals of any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   (a) any Covenant contained in an instrument creating a lease.
   (b) any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   (c) except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>

(d) contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; or

(e) negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>

By: <name_company>

By:

<signature_endorse>

Authorized Signature
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The name of the Insured at Date of Endorsement and referred to in this endorsement as the
"Assignee" is amended to read: ____________________.

2. The Company insures against loss or damage sustained by the Assignee by reason of:
   a. The failure of the following assignment to vest title to the Insured Mortgage in the Assignee:
      ____________________________________________;
   b. Any modification, partial or full reconveyance, release, or discharge of the lien of the Insured
      Mortgage recorded on or prior to Date of Endorsement in the Public Records other than those
      shown in the policy or a prior endorsement, except:________________________;  

This endorsement does not insure against loss or damage, and the Company will not pay costs,
attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the
assignment by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights
laws that is based on:

1. the assignment being deemed a fraudulent conveyance or fraudulent transfer; or
2. the assignment being deemed a preferential transfer.

This endorsement shall be effective provided that, at Date of Endorsement, (1) the note or notes secured
by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee, or (2) if
the note or notes are transferable records, the Assignee has "control" of the single authoritative copy of
each "transferable record" as these terms are defined by applicable electronic transactions laws.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any
of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of
Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous
endorsement is inconsistent with an express provision of this endorsement, this endorsement controls.
Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior
endorsements.

Date of Endorsement: ____________________

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________
   Authorized Signatory

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ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The name of the Insured at Date of Endorsement and referred to in this endorsement as the "Assignee" is amended to read: ________________.

2. The Company insures against loss or damage sustained by the Assignee by reason of:
   a. The failure of the following assignment to vest title to the Insured Mortgage in the Assignee: ________________;
   b. Any liens for taxes or assessments that are due and payable on Date of Endorsement, except: __________;
   c. Lack of priority of the lien of the Insured Mortgage over defects, liens, or encumbrances other than those shown in the policy or a prior endorsement, except: __________;
   d. Notices of federal tax liens or notices of pending bankruptcy proceedings affecting the Title and recorded subsequent to Date of Policy in the Public Records and on or prior to Date of Endorsement, except: ____________________________;
   e. Any modification, partial or full reconveyance, release or discharge of the lien of the Insured Mortgage recorded on or prior to Date of Endorsement in the Public Records other than those shown in the policy or a prior endorsement, except: ____________________________.

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses, by reason of any claim that arises out of the transaction creating the assignment by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws that is based on:

1. the assignment being deemed a fraudulent conveyance or fraudulent transfer; or

2. the assignment being deemed a preferential transfer.
This endorsement shall be effective provided that, at Date of Endorsement, (1) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee, or, (2) if the note or notes are transferable records, the Assignee has "control" of the single authoritative copy of each "transferable record" as these terms are defined by applicable electronic transaction laws.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date of Endorsement:_______________________

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

   Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title at Date of Endorsement as a result of the agreement dated ________________________, recorded ________________________ ("Modification"); and

2. The lack of priority of the lien of the Insured Mortgage, at Date of Endorsement, over defects in or liens or encumbrances on the Title, except for those shown in the policy or any prior endorsement and except: [Specify exceptions, if any]

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

1. the Modification being deemed a fraudulent conveyance or fraudulent transfer; or

2. the Modification being deemed a preferential transfer except where the preferential transfer results from the failure
   a. to timely record the instrument of transfer; or
   b. of such recordation to impart notice to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date of Endorsement: _______________________

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>

The Company insures against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title at Date of Endorsement as a result of the agreement dated <data_1>, recorded <data_2> ("Modification"); and

2. The lack of priority of the lien of the Insured Mortgage, at Date of Endorsement, over defects in or liens or encumbrances on the Title, except for those shown in the policy or any prior endorsement and except: <data_3>

3. The following matters not being subordinate to the lien of the Insured Mortgage: <data_4>

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

1. the Modification being deemed a fraudulent conveyance or fraudulent transfer; or

2. the Modification being deemed a preferential transfer except where the preferential transfer results from the failure
   (a) to timely record the instrument of transfer; or
   (b) of such recordation to impart notice to a purchaser for value or to a judgment or lien creditor.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>

By: <name_company>
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>

Issued By
<nname_underwriter>

By:
<signature_endorse>

Authorized Signature
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only:
   a. "Modification" means the agreement between _______ and ________ dated ________
      [and recorded _________ as document number] _______.
   b. "Date of Endorsement" means ____________.

2. The Amount of Insurance is increased to $__________.

3. Subject to the exclusions in Section[s] 4 [and 5] of this endorsement, the Exclusions from
   Coverage, the Exceptions contained in Schedule B, and the Conditions contained in the policy,
   and any exclusion or exception in any prior endorsement, the Company insures as of Date of
   Endorsement against loss or damage sustained by the Insured by reason of any of the following:
   a. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title as a
      result of the Modification;
   b. The lack of priority of the lien of the Insured Mortgage over defects in or liens or
      encumbrances on the Title, except: [Specify additional exceptions, if any];
   c. The failure of the following matters to be subordinate to the lien of the Insured Mortgage:
      [Specify matters to be insured as subordinate, if any].

4. This endorsement does not insure against loss or damage, and the Company will not pay costs,
   attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the
   Modification by reason of the operation of federal bankruptcy, state insolvency, or similar
   creditors' rights laws that is based on:
   a. the Modification being deemed a fraudulent conveyance or fraudulent transfer; or
   b. the Modification being deemed a preferential transfer except where the preferential
      transfer results from the failure
      i. to timely record the instrument of transfer; or
      ii. of such recordation to impart notice to a purchaser for value or to a judgment or
         lien creditor.

5. This endorsement does not insure against loss or damage, and the Company will not pay costs,
   attorneys' fees, or expenses, by reason of the invalidity, unenforceability or lack of priority of the
   lien of the Insured Mortgage because all applicable mortgage recording or similar intangible taxes
   were not paid at time of recording of the Modification.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any
of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of
Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous
endorsement is inconsistent with an express provision of this endorsement, this endorsement controls.
Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior
endorsements.

[Witness clause optional]
BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The following policies are issued in conjunction with one another:

<table>
<thead>
<tr>
<th>POLICY NUMBER:</th>
<th>COUNTY:</th>
<th>STATE:</th>
<th>AMOUNT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________</td>
<td>_______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>______________</td>
<td>_______</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>______________</td>
<td>_______</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

Notwithstanding the provisions of Section 8(a)(i) of the Conditions of this policy, the Amount of Insurance available to cover the Company's liability for loss or damage under this policy at the time of payment of loss hereunder shall be the aggregate of the Amount of Insurance under this policy and the other policies identified above. At no time shall the Amount of Insurance under this policy and the other policies identified above exceed in the aggregate $_____________. Subject to the provisions of Section 10(a) of the Conditions of the policies, all payments made by the Company under this policy or any of the other policies identified above, except the payments made for costs, attorneys fees, and expenses, shall reduce the aggregate Amount of Insurance by the amount of the payment.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By

<name_underwriter>

1. The following policies are issued in conjunction with one another:

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>STATE</th>
<th>AMOUNT OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;data_1&gt;</td>
<td>&lt;data_2&gt;</td>
<td>&lt;data_3&gt;</td>
</tr>
</tbody>
</table>

2. The amount of insurance available to cover the Company's liability for loss or damage under this policy at the time of payment of loss shall be the Aggregate Amount of Insurance defined in Section 3 of this endorsement.

3. The Aggregate Amount of Insurance under this policy is either:
   a. <data_4> ; or.
   b. If the Land is located in one of the states identified in this subsection, then the Aggregate Amount of Insurance is restricted to the amount shown below:

<table>
<thead>
<tr>
<th>STATE</th>
<th>AGGREGATE AMOUNT OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;data_5&gt;</td>
<td>&lt;data_6&gt;</td>
</tr>
</tbody>
</table>

4. Section 7(a)(i) of the Conditions of this policy is amended to read:

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:
   (a) to pay or tender payment of the lesser of the value of the Title as insured or the Aggregate Amount of Insurance applicable under this policy at the date the claim was made by the Insured Claimant, or to purchase the Indebtedness,
      (i) To pay or tender payment of the lesser of the value of the Title as insured at the date the claim was made by the Insured Claimant, or the Aggregate Amount of Insurance applicable under this policy, together with any cost, attorneys' fees, and costs and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

5. Section 8(a) and 8(b) of the Conditions of this policy are amended to read:

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
   (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of
      (i) the Aggregate Amount of Insurance for the State where the Land is located.
      (ii) the Indebtedness,
      (iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or
      (iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of
ENDORSEMENT

Attached to Policy No. <policy>
Our Order No. <order_number>

Issued By
<name_underwriter>

the Title of the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured, the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as the date it is settled and paid.

6. Section 10 of the Conditions of this policy is amended to read:

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys’ fees, and expenses, shall reduce the applicable Aggregate Amount of Insurance by the amount of the payment.

(b) If this policy insures the Title to Land located in a state identified in Section 3 b of this endorsement:

   (i) all payments under this policy, except payments made for costs, attorneys’ fees, and expenses, shall reduce the Aggregate Amount of Insurance by the amount of the payment; but

   (ii) a payment made for loss or damage on Land insured in one of the policies identified in Section 1 on land located outside this state shall not reduce the Aggregate Amount of Insurance in Section 3 a is reduced below the Aggregate Amount of Insurance in Section 3 b.

(c) However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Indebtedness.

(d) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company under this policy, except as provided in Section 2 of these Conditions, but it will not reduce the Aggregate Amount of Insurance for the other policies identified in Section 1 of this endorsement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

By: <name_company>

By:

<signature_endorse>
ENDORSEMENT

Attached to Policy No. <policy>
Our Order No. <order_number>

Issued By

<name_underwriter>

Authorized Signature
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement, the following terms shall mean:
   a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession
      insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of
      the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in
      either case as a result of a matter covered by this policy.
   b. "Lease": the lease described in Schedule A.
   c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
   d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any
      renewal or extended term if a valid option to renew or extend is contained in the Lease.
   e. "Personal Property": property, in which and to the extent the Insured has rights, located on or
      affixed to the Land on or after Date of Policy that by law does not constitute real property because
      (i) of its character and manner of attachment to the Land and (ii) the property can be severed
      from the Land without causing material damage to the property or to the Land.
   f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been
      Evicted.
   g. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured
      has rights, including landscaping, required or permitted to be built on the Land by the Lease that
      have been built at the Insured's expense or in which the Insured has an interest greater than the
      right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result
of an Eviction of the Insured, then, as to that portion of the Land from which the Insured is Evicted, that
value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant
Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right
to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured
against by the policy valued either as a whole or separately. In either event, this determination of value
shall take into account rent no longer required to be paid for the Remaining Lease Term.
3. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8(a)(ii) of the Conditions:

a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.

b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.

g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys’ fees or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.
[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement, the following terms shall mean:
   a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
   b. "Lease": the lease described in Schedule A.
   c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
   d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
   e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
   f. "Remaining Lease Term": the portion of the Lease Term remaining after the Tenant has been Evicted.
   g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of the policy, the Insured Claimant.
   h. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Tenant’s expense or in which the Tenant has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Tenant, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.
3. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8(a)(iii) of the Conditions:

a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.

b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.

g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.

4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys’ fees or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.
[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
    Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance for Advances added by Sections 2 and 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Policy, except Exclusion 3(d), the provisions of the Conditions, and the exceptions contained in Schedule B.

a. “Agreement,” as used in this endorsement, shall mean the note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.

b. “Advance,” as used in this endorsement, shall mean only an advance of principal made after the Date of Policy as provided in the Agreement, including expenses of foreclosure, amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title, and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.

c. “Changes in the rate of interest,” as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the Agreement at Date of Policy.

2. The Company insures against loss or damage sustained by the Insured by reason of:

a. The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Advance.

b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.

c. The invalidity or unenforceability or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances and unpaid interest resulting from (i) re-Advances and repayments of Indebtedness, (ii) earlier periods of no indebtedness owing during the term of the Insured Mortgage, or (iii) the Insured Mortgage not complying with the requirements of state law of the state in which the Land is located to secure Advances.

3. The Company also insures against loss or damage sustained by the Insured by reason of:

a. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from any provisions of the Agreement that provide for (i) interest on interest, (ii) changes in the rate of interest, or (iii) the addition of unpaid interest to the Indebtedness.

b. Lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Insured Mortgage, which lack of priority is caused by (i) changes in the rate of interest, (ii) interest on interest, or (iii) increases in the Indebtedness resulting from the addition of unpaid interest.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:

   a. The invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for any Advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor;

   b. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after Date of Policy;

   c. The lack of priority of the lien of the Insured Mortgage as security for any Advance to a federal tax lien, which Advance is made after the earlier of (i) actual knowledge of the Insured that a federal tax lien was filed against the mortgagor, or (ii) the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);

   d. Any federal or state environmental protection lien; or

   e. Usury, or any consumer credit protection or truth-in-lending law. [; or

   f. Any mechanic’s or materialmen’s lien.]

5. The Indebtedness includes Advances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance for Advances added by Sections 2 and 3 of this endorsement is subject to the
exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Policy, except
Exclusion 3(d), the provisions of the Conditions, and the exceptions contained in Schedule B.

   a. “Agreement,” as used in this endorsement, shall mean the note or loan agreement, the
      repayment of Advances under which is secured by the Insured Mortgage.

   b. "Advance," as used in this endorsement, shall mean only an advance of principal made after the
      Date of Policy as provided in the Agreement, including expenses of foreclosure, amounts
      advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with
      laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title, and
      reasonable amounts expended to prevent deterioration of improvements, together with interest on
      those advances.

   c. “Changes in the rate of interest,” as used in this endorsement, shall mean only those changes in
      the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the
      Agreement at Date of Policy.

2. The Company insures against loss or damage sustained by the Insured by reason of:

   a. The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Advance.

   b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien
      or encumbrance on the Title.

   c. The invalidity or unenforceability or lack of priority of the lien of the Insured Mortgage as security
      for the Indebtedness, Advances and unpaid interest resulting from (i) re-Advances and
      repayments of Indebtedness, (ii) earlier periods of no indebtedness owing during the term of the
      Insured Mortgage, or (iii) the Insured Mortgage not complying with the requirements of state law
      of the state in which the Land is located to secure Advances.

3. The Company also insures against loss or damage sustained by the Insured by reason of:

   a. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from any provisions
      of the Agreement that provide for (i) interest on interest, (ii) changes in the rate of interest, or (iii)
      the addition of unpaid interest to the Indebtedness.

   b. Lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any
      unpaid interest that was added to principal in accordance with any provisions of the Agreement,
      interest on interest, or interest as changed in accordance with the provisions of the Insured
      Mortgage, which lack of priority is caused by (i) changes in the rate of interest, (ii)
      interest on interest, or (iii) increases in the Indebtedness resulting from the addition
      of unpaid interest.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:

a. The invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for any Advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor;

b. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after Date of Policy;

c. The lack of priority of the lien of the Insured Mortgage as security for any Advance to a federal tax lien, which Advance is made after the earlier of (i) actual knowledge of the Insured that a federal tax lien was filed against the mortgagor, or (ii) the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);

d. Any federal or state environmental protection lien;

e. The lack of priority of any Advance made after the Insured has Knowledge of the existence of liens, encumbrances or other matters affecting the Land intervening between Date of Policy and the Advance, as to the intervening lien, encumbrance or other matter; or

f. Usury, or any consumer credit protection or truth-in-lending law.; or

g. Any mechanic’s or materialmen’s lien.]

5. The Indebtedness includes Advances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance for Advances added by Section 2 of this endorsement is subject to the exclusions in Section 3 of this endorsement and the Exclusions from Coverage in the Policy, except Exclusion 3(d), the provisions of the Conditions, and the exceptions contained in Schedule B.

   a. "Agreement," as used in this endorsement, shall mean the letter of credit and its reimbursement agreement, the repayment of Advances under which is secured by the Insured Mortgage.

   b. "Advance," as used in this endorsement, shall mean only an advance made after the Date of Policy as provided in the Agreement, including expenses of foreclosure, amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title, and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.

2. The Company insures against loss or damage sustained by the Insured by reason of:

   a. The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Advance.

   b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.

   c. The invalidity or unenforceability or loss of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances and unpaid interest resulting from (i) re-Advances and repayments of Indebtedness, (ii) earlier periods of no indebtedness owing during the term of the Insured Mortgage, or (iii) the Insured Mortgage not complying with the requirements of state law of the state in which the Land is located to secure Advances.

3. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:

   a. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after Date of Policy; or

   b. Any federal or state environmental protection lien; or

   c. Limitations, if any, imposed under the Bankruptcy Code (11 U.S.C.) on the amount that may be recovered from the mortgagor's estate. [or

   d. Any mechanic’s or materialmen’s lien.]

4. The Indebtedness includes Advances.
American Land Title Association

Endorsement 14.2-06 (Future Advance — Letter of Credit)

Revised 2-3-11

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This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
    Authorized Signatory
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>

1. The insurance for Advances added by Sections 2 and 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions in the Policy, except Exclusion 3(d), the provisions of the Conditions and the exceptions contained in Schedule B.

(a) “Agreement,” as used in this endorsement, shall mean the note or loan agreement, repayment of Advances under which is secured by the Insured Mortgage.

(b) “Advance,” as used in this endorsement, shall mean only an advance of principal made after the Date of Policy as provided in the Agreement, including expenses of foreclosure, amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title, and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.

(c) “Changes in the rate of interest,” as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the Agreement at Date of Policy.

2. The Company insures against loss or damage sustained by the Insured by reason of:

(a) The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Advance.

(b) The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.

(c) The invalidity or unenforceability or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances and unpaid interest resulting from (i) re-Advances and repayments of Indebtedness, (ii) earlier periods of no Indebtedness owing during the term of the Insured Mortgage, or (iii) the Insured Mortgage not complying with the requirements of state law of the state in which the Land is located to secure Advances, (iv) failure of the Insured Mortgage to state the term for Advances, or (v) failure of the Insured Mortgage to state the maximum amount secured by the Insured Mortgage.
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

(d) The invalidity or unenforceability of the lien of the Insured Mortgage because of the failure of the mortgagors to be at least 62 years of age at Date of Policy.

3. The Company also insures against loss or damage sustained by the Insured by reason of:

(a) The invalidity or unenforceability of the lien of the Insured Mortgage resulting from any provisions of the Agreement that provide for (i) interest on interest, (ii) changes in the rate of interest, or (iii) the addition of unpaid interest to the principal portion of the Indebtedness.

(b) Lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Insured Mortgage, which lack of priority is caused by (i) changes in the rate of interest, (ii) interest on interest, or (iii) increases in the Indebtedness resulting from the addition of unpaid interest.

“Interest,” as used in this paragraph 3, shall include lawful interest based on appreciated value.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:

(a) The invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for any Advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor;

(b) The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after Date of Policy;

(c) The lack of priority of the lien of the Insured Mortgage as security for any Advance to a federal tax lien, which Advance is made after the earlier of (i) actual knowledge of the Insured that a federal tax lien was filed against the mortgagor, or (ii) the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.).
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

(d) Any federal or state environmental protection lien; or

(e) Usury, or any consumer credit protection or truth-in-lending law. [; or

(f) Any mechanic’s or materialmen’s lien.]

5. The Indebtedness includes Advances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>

By: <name_company>

By:

<signature_endorse>

Authorized Signature
[Entity as the named Insured and vestee of the insured estate or interest identified in Schedule A]

ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of

[identify exiting or contributing partner(s) of the insured partnership entity, member(s) or manager(s) of the insured limited liability company entity, or officer(s) and/or director(s) of the insured corporate entity]

whether or not imputed to the Insured by operation of law, provided

[identify the “incoming” partners, members, or shareholders]

acquired the Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
[Entity as the named Insured in the policy and vestee of the insured estate or interest identified in Schedule A]

ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

For purposes of the coverage provided by this endorsement,

[identify the “incoming” partner, member or shareholder]

(“Additional Insured”) is added as an Insured under the policy. By execution below, the Insured named in Schedule A acknowledges that any payment made under this endorsement shall reduce the Amount of Insurance as provided in Section 10 of the Conditions.

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of

[identify, as applicable, the existing and/or exiting partner(s) of the insured partnership entity, member(s) or manager(s) of the insured limited liability company entity, or officer(s) and/or director(s) of the insured corporate entity]

whether or not imputed to the Additional Insured by operation of law, to the extent of the percentage interest in the Insured acquired by Additional Insured as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

AGREED AND CONSENTED TO:

_________________________________
INSURED

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
[Incoming partner, member, or shareholder, as the named Insured in its own policy, where the vestee of the insured estate or interest identified in Schedule A is a partnership, limited liability company, or corporation]

ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise insured against under the terms of the policy solely by reason of the action or inaction or Knowledge, as of Date of Policy, of

[identify, as applicable, the existing and/or exiting partner(s) of the vestee partnership entity, member(s) or manager(s) of the vestee limited liability company entity, or officer(s) and/or director(s) of the vestee corporate entity]

whether or not imputed to the entity identified in paragraph 3 of Schedule A or to the Insured by operation of law, but only to the extent that the Insured acquired the Insured’s interest in entity as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The Mezzanine Lender is: ___________________________________________ and each successor in ownership of its loan ("Mezzanine Loan") reserving, however, all rights and defenses as to any successor that the Company would have had against the Mezzanine Lender, unless the successor acquired the indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter insured against by this policy as affecting Title.

2. The Insured
   a. assigns to the Mezzanine Lender the right to receive any amounts otherwise payable to the Insured under this policy, not to exceed the outstanding indebtedness under the Mezzanine Loan; and
   b. agrees that no amendment of or endorsement to this policy can be made without the written consent of the Mezzanine Lender.

3. The Company does not waive any defenses that it may have against the Insured, except as expressly stated in this endorsement.

4. In the event of a loss under the policy, the Company agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b) or (e) to refuse payment to the Mezzanine Lender solely by reason of the action or inaction or Knowledge, as of Date of Policy, of the Insured, provided
   a. the Mezzanine Lender had no Knowledge of the defect, lien, encumbrance or other matter creating or causing loss on Date of Policy.
   b. this limitation on the application of Exclusions from Coverage 3(a), (b) and (e) shall
      i. apply whether or not the Mezzanine Lender has acquired an interest (direct or indirect) in the Insured either on or after Date of Policy, and
      ii. benefit the Mezzanine Lender only without benefiting any other individual or entity that holds an interest (direct or indirect) in the Insured or the Land.

5. In the event of a loss under the Policy, the Company also agrees that it will not deny liability to the Mezzanine Lender on the ground that any or all of the ownership interests (direct or indirect) in the Insured have been transferred to or acquired by the Mezzanine Lender, either on or after the Date of Policy.

6. The Mezzanine Lender acknowledges
   a. that the Amount of Insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is hereafter executed by an Insured and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment under this policy; and
   b. that the Company shall have the right to insure mortgages or other conveyances of an interest in the Land, without the consent of the Mezzanine Lender.

7. If the Insured, the Mezzanine Lender or others have conflicting claims to all or part of the loss payable under the Policy, the Company may interplead the amount of the loss into Court. The Insured and the Mezzanine Lender shall be jointly and severally liable for the Company’s...
reasonable cost for the interpleader and subsequent proceedings, including attorneys’ fees. The Company shall be entitled to

payment of the sums for which the Insured and Mezzanine Lender are liable under the preceding sentence from the funds deposited into Court, and it may apply to the Court for their payment.

8. Whenever the Company has settled a claim and paid the Mezzanine Lender pursuant to this endorsement, the Company shall be subrogated and entitled to all rights and remedies that the Mezzanine Lender may have against any person or property arising from the Mezzanine Loan. However, the Company agrees with the Mezzanine Lender that it shall only exercise these rights, or any right of the Company to indemnification, against the Insured, the Mezzanine Loan borrower, or any guarantors of the Mezzanine Loan after the Mezzanine Lender has recovered its principal, interest, and costs of collection.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

AGREED AND CONSENTED TO:

(Insert name of Insured)                                      (Insert name of Mezzanine Lender)

By:___________________________________   By:____________________________

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By:___________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from [insert name of street, road, or highway] (the “Street”), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. ____________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the easement identified [as Parcel _______________] in Schedule A (the “Easement”) does not provide that portion of the Land identified [as Parcel _______________] in Schedule A both actual vehicular and pedestrian access to and from [insert name of street, road, or highway] (the “Street”), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: [CHECK ALL THAT APPLY]

___ Water Service      ___ Natural Gas Service      ___ Telephone Service
___ Sanitary Sewer    ___ Storm Water Drainage    ___ Electrical Power Service

___ <data_8>
___ <data_10>
___ <data_12>

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

1. a gap or gore between the boundaries of the Land and the rights-of-way or easements;
2. a gap between the boundaries of the rights-of-way or easements ; or
3. a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>

By: <name_company>

By:

<signature_endorse>

Authorized Signature

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<logo_alta>
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. <policy>
Our Order No. <order_number>

Issued By

<name_underwriter>

The Company insures against loss or damage sustained by the Insured by reason of:

1. those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

   <data_1>

2. the easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>

By: <name_company>

By:

<signature_endorse>

Authorized Signature
[For use when multiple separate parcels make up the Land]

ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure [of the ______ boundary line of Parcel A] of the Land to be contiguous to [the ______ boundary line of Parcel B] [for more than two parcels, continue as follows: “; of [the ______ boundary line of Parcel B] of the Land to be contiguous to [the ______ boundary line of Parcel C] and so on until all contiguous parcels described in the policy have been accounted for]; or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
[For use when the Insured desires contiguity coverage between the Land and some other parcel of land]

ENDORSEMENT

Attached to Policy No. ________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of:

1. the failure of the Land to be contiguous to [describe the land that is contiguous to the Land by its legal description or by reference to a recorded instrument – e.g. “. . . that certain parcel of real property legally described in the deed recorded as Instrument No. __________, records of ______ County, State of ______________________] along the ______ boundary line[s]; or

2. the presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

This endorsement is effective only if the Collateral includes at least two parcels of real property.

1. For the purposes of this endorsement:
   a. “Collateral” means all property, including the Land, given as security for the Indebtedness.
   b. “Material Impairment Amount” means the amount by which any matter covered by the policy for which a claim is made diminishes the value of the Collateral below the Indebtedness.

2. In the event of a claim resulting from a matter insured against by the policy, the Company agrees to pay that portion of the Material Impairment Amount that does not exceed the extent of liability imposed by Section 8 of the Conditions without requiring:
   a. maturity of the Indebtedness by acceleration or otherwise,
   b. pursuit by the Insured of its remedies against the Collateral, or
   c. pursuit by the Insured of its remedies under any guaranty, bond or other insurance policy.

3. Nothing in this endorsement shall impair the Company’s right of subrogation. However, the Company agrees that its right of subrogation shall be subordinate to the rights and remedies of the Insured. The Company’s right of subrogation shall include the right to recover the amount paid to the Insured pursuant to Section 2 of this endorsement from any debtor or guarantor of the Indebtedness, after payment or other satisfaction of the remainder of the Indebtedness and other obligations secured by the lien of the Insured Mortgage. The Company shall have the right to recoup from the Insured Claimant any amount received by it in excess of the Indebtedness up to the amount of the payment under Section 2.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of a
(description of improvement), known as (street address), to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any
of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of
Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous
endorsement is inconsistent with an express provision of this endorsement, this endorsement controls.
Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior
endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________
Authorized Signatory
ENDORSEMENT
Attached to Policy No. 
Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of (i) a (description of improvement), known as (street address), to be located on the Land at Date of Policy, or (ii) the map, if any, attached to this policy to correctly show the location and dimensions of the Land according to the Public Records.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY
(“Issuing Co-Insurer”)

CO-INSURANCE ENDORSEMENT

Attached to and made a part of Issuing Co-Insurer’s Policy No. ________________ (“Co-Insurance Policy”). Each title insurance company executing this Co-Insurance Endorsement, other than the Issuing Co-Insurer, shall be referred to as a “Co-Insurer.” Issuing Co-Insurer and each Co-Insurer are collectively referred to as “Co-Insuring Companies.”

1. By issuing this endorsement to the Co-Insurance Policy, each of the Co-Insuring Companies adopts the Co-Insurance Policy’s Covered Risks, Exclusions, Conditions, Schedules and endorsements, subject to the limitations of this endorsement.

<table>
<thead>
<tr>
<th>Co-Insuring Companies</th>
<th>Name and Address</th>
<th>Policy Number [File Number]</th>
<th>Amount of Insurance</th>
<th>Percentage of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing Co-Insurer</td>
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<tr>
<td>Aggregate Amount of Insurance</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

2. Each of the Co-Insuring Companies shall be liable to the Insured only for its Percentage of Liability of: (a) the total of the loss or damage under the Co-Insurance Policy, but in no event greater than its respective Amount of Insurance set forth in this endorsement; and (b) costs, attorneys’ fees and expenses provided for in the Conditions.

3. Any notice of claim and any other notice or statement in writing required to be given under the Co-Insurance Policy must be given to each of the Co-Insuring Companies at its address set forth above.

4. Any endorsement to the Co-Insurance Policy issued after the date of this Co-Insurance Endorsement must be signed by each of the Co-Insuring Companies by its authorized officer or agent.

5. This Co-Insurance Endorsement is effective as of the Date of Policy of the Co-Insurance Policy. This Co-Insurance Endorsement may be executed in counterparts.
This endorsement is issued as part of the Coinsurance Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

DATED: ____________

Issuing Co-Insurer:
Blank Title Insurance Company
By: _____________________________

Co-Insurer:
Blank Title Insurance Company
By: _____________________________

Co-Insurer:
Blank Title Insurance Company
By: _____________________________

Co-Insurer:
Blank Title Insurance Company
By: _____________________________

[Additional Co-Insurer signatures may be added if needed.]
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage on the ground that making the loan secured by the Insured Mortgage constituted a violation of the "doing - business" laws of the State where the Land is located because of the failure of the Insured to qualify to do business under those laws.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Brief clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by __________________ dated _____________________, and designated Job No. _____.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified as [Example: Parcel A, B, C or Parcel 1, 2, 3] on the survey made by ____________________ dated ____________________, and designated Job No. _____.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured by reason of the invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness because the loan secured by the Insured Mortgage violates the usury law of the state where the Land is located.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures against loss or damage sustained by the Insured if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) _______________ of Schedule B results in:

(1) damage to an existing building located on the Land, or
(2) enforced removal or alteration of an existing building located on the Land .

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, “Improvement” means an existing building, located on either the Land or adjoining land at Date of Policy and that by law constitutes real property.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
   b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
   c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
   d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from the encroachments listed as Exceptions ____________ of Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the Policy.

2. For purposes of this endorsement only, “Improvement” means each improvements on the Land or adjoining land at Date of Policy itemized below;

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. An encroachment of any Improvement located on the Land onto adjoining and or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
   b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment.
   c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
   d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.

4. This endorsement does not insured against loss or damage (and the Company will not pay costs, attorneys fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B:

   <data_1>

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

By: <name_company>

By:

<signature_endorse>

Authorized Signature
ENDORSEMENT
Attached to Policy No.
Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the Policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:
   a. The "Date of Endorsement" is ____________________________; and
   b. "Swap Obligation" means a monetary obligation under the interest rate exchange agreement dated ____________________, between _____________________________ and the Insured existing at Date of Endorsement and secured by the Insured Mortgage. The Swap Obligation is included as a part of the Indebtedness.

2. The Company insures against loss or damage sustained by the Insured by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the repayment of the Swap Obligation at Date of Endorsement.

3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:
   a. Rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;
   b. The stay, rejection or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws;
   c. The calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Swap Obligation; or
   d. [The invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid; or ]
   e. [If Date of Endorsement is after Date of Policy, add any necessary additional exceptions here].

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

TITLE INSURANCE COMPANY

BY: _______________________________
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>

1. The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the Policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:

(a) The “Date of Endorsement” is <data_1>; and
(b) "Swap Obligation" means a monetary obligation under the interest rate exchange agreement dated <data_2>, between <data_3> and the Insured existing at Date of Endorsement and secured by the Insured Mortgage.
(c) “Additional Interest” means the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation.

2. The Company insures against loss or damage sustained by the Insured by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the repayment of the Additional Interest at Date of Endorsement.

3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:

(a) Rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;
(b) The stay, rejection or avoidance of the lien of the Insured Mortgage as security for the payment of the Additional Interest, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws;
(c) The calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Additional Interest; [or]
(d) The invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid [: or]
(e) [If Date of Endorsement is after Date of Policy, add any necessary additional exceptions here].

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>

Issued By

<name_underwriter>

any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

By: <name_company>

Authorized Signature
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>

1. The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the Policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:

(a) The “Date of Endorsement” is <data_1>; and

(b) "Swap Obligation" means a monetary obligation under the interest rate exchange agreement dated <data_2>, between <data_3> and the Insured existing at Date of Endorsement and secured by the Insured Mortgage. The Swap Obligation is included as a part of the Indebtedness.

(c) “Additional Amount of Insurance” is $<data_4> that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement.

2. The Company insures against loss or damage, not to exceed the Additional Amount of Insurance, by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the repayment of the Swap Obligation at Date of Endorsement.

3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:

(a) Rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;

(b) The stay, rejection or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws;

(c) The calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Swap Obligation [; or]

(d) [The invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar intangible taxes were not paid; or ]

(e) [If Date of Endorsement is after Date of Policy, add any necessary additional exceptions here].
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>
Issued By
<name_underwriter>

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>
By: <name_company>

By:
<signature_endorse>

Authorized Signature
1. The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the Policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:

(a) The “Date of Endorsement” is <data_1>; and

(b) "Swap Obligation" means a monetary obligation under the interest rate exchange agreement dated <data_2>, between <data_3> and the Insured existing at Date of Endorsement and secured by the Insured Mortgage.

(c) “Additional Interest” means the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage at Date of Endorsement for repayment of the Swap Obligation.

(d) “Additional Amount of Insurance” is $<data_4> that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement.

2. The Company insures against loss or damage, not to exceed the Additional Amount of Insurance, by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the repayment of the Additional Interest at Date of Endorsement.

3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:

(a) Rights or obligations set, created or confirmed after the Date of Endorsement under a master interest rate exchange agreement existing on or after Date of Endorsement;

(b) The stay, rejection or avoidance of the lien of the Insured Mortgage as security for the Swap Obligation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws;

(c) The calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Additional Interest[; or]

(d) [The invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for repayment of the Swap Obligation because all applicable mortgage recording or similar
ENDORSEMENT
Attached to Policy No. <policy>
Our Order No. <order_number>

Issued By
<name_underwriter>

intangible taxes were not paid; or]
(e) [If Date of Endorsement is after Date of Policy, add any necessary datedown exceptions here].

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

<name_underwriter>

By: <name_company>

By:
<signature_endorse>

Authorized Signature

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ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

The insurance afforded by this endorsement is only effective if the Land is a one to four family residence.

For the purposes of this endorsement, "Shared Appreciation" shall mean increases in the Indebtedness secured by the Insured Mortgage by reason of shared equity or appreciation in the value of the Land.

The Company insures against loss or damage sustained by the Insured by reason of:

(a) The invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation; or

(b) Loss of priority of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation.

Nothing contained in this endorsement shall be construed as insuring against loss or damage sustained or incurred by reason of:

(a) usury;

(b) any consumer credit protection or truth-in-lending law;

(c) costs, expenses or attorneys’ fees required to obtain a determination, by judicial proceedings or otherwise, of the amount of the Shared Appreciation;

(d) failure to comply with applicable laws and regulations regarding Shared Appreciation;

(e) the stay, rejection or avoidance of the lien of the Insured Mortgage as security for the Shared Appreciation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws; or

(f) the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness because all applicable mortgage recording or similar intangible taxes were not paid.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.
[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. This endorsement is subject to the exclusions in Section 4 of this endorsement, the Exclusions from Coverage in the policy, the Exceptions from Coverage contained in Schedule B, and the Conditions.

2. As used in this endorsement,
   a. "Loan Documents" means those documents, as they exist at Date of Policy, creating the Indebtedness.
   b. "Participation Interest" means those elements of interest, established and calculated pursuant to the formula provided in the Loan Documents, that are payable or allocated to the Insured based upon:
      i. the borrower’s equity in the Title;
      ii. the increase in value of the Title; or
      iii. cash flow.

3. The policy insures as of Date of Policy against loss or damage sustained by the Insured by reason of:
   a. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions in the Insured Mortgage or in the Loan Documents which provide for Participation Interest.
   b. Lack of priority of the lien of the Insured Mortgage at Date of Policy as security for (i) the unpaid principal balance of the loan and (ii) the interest on the loan, including the Participation Interest, if any, which lack of priority is caused by the provisions in the Loan Documents for payment or allocation to the Insured of any Participation Interest.

4. The policy does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:
   a. usury; unconscionability; or any consumer credit protection or truth-in-lending law;
   b. disputes over the amount of Participation Interest;
   c. failure to comply with applicable laws and regulations regarding Participation Interest;
   d. the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the Participation Interest because all applicable mortgage recording or similar intangible taxes were not paid; or
   e. any statutory lien for services provided, labor performed, or materials or equipment furnished arising after Date of Policy.
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. ________
Issued by
BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement, “Severable Improvement” means property affixed to the Land on or after Date of Policy that by law does not constitute real property because:
   a. of its character and manner of attachment to the Land; and
   b. it can be severed from the Land without causing material damage to it or to the Land.

2. In the event of a loss by reason of a defect, lien, encumbrance, or other matter covered by this Policy (“Defect”), the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Section 8 of the Conditions or any other endorsement to the Policy):
   a. the diminution in value of the Insured’s interest in any Severable Improvement resulting from the Defect, reduced by the salvage value of the Severable Improvement; and
   b. the reasonable cost actually incurred by the Insured in connection with the removal or relocation of the Severable Improvement resulting from the Defect and the cost of transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the relocation.

3. This endorsement relates solely to the calculation of the Insured’s loss resulting from a claim based on a defect, lien, encumbrance or other matter otherwise insured against by the Policy. This Policy does not insure against loss or damage (and the Company will not pay any costs, attorneys’ fees or expenses) relating to:
   a. the attachment, perfection or priority of any security interest in the Severable Improvement;
   b. the vesting or ownership of title to or rights in any Severable Improvement;
   c. any defect in or lien or encumbrance on the title to any Severable Improvement; or
   d. the determination of whether any specific property is real or personal in nature.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________
    Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. Covered Risk 11(a) of this policy is deleted.

2. The insurance [for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Policy, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:
   a. “Date of Coverage”, is _________________ [Date of Policy] unless the Company sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of the Company.
   b. "Construction Loan Advance," shall mean an advance that constitutes Indebtedness made on or before Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
   c. "Mechanic's Lien," shall mean any statutory lien or claim of lien, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage;
   b. The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and
   c. The lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic's Lien, if notice of the Mechanic's Lien is not filed or recorded in the Public Records, but only to the extent that the charges for the services, labor, materials or equipment for which the Mechanic's Lien is claimed were designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before Date of Coverage.
4. This policy does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees or expenses) by reason of any Mechanic’s Lien arising from services, labor, material or equipment:
   a. furnished after Date of Coverage; or
   b. not designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before Date of Coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________________
   Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. Covered Risk 11(a) of this policy is deleted.

2. The insurance [for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Policy, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:

   a. “Date of Coverage”, is [________________________ ] [Date of Policy] unless the Company sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of the Company.

   b. “Construction Loan Advance,” shall mean an advance that constitutes Indebtedness made on or before Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.

   c. “Mechanic’s Lien,” shall mean any statutory lien or claim of lien, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.

3. The Company insures against loss or damage sustained by the Insured by reason of:

   a. The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage;

   b. The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and

   c. The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic’s Lien if notice of the Mechanic’s Lien is not filed or recorded in the Public Records, but only to the extent that direct payment to the Mechanic’s Lien claimant for the charges for the services, labor, materials or equipment for which the Mechanic’s Lien is claimed has been made by the Company or by the Insured with the Company’s written approval.
4. This policy does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees or expenses) by reason of any Mechanic’s Lien arising from services, labor, material or equipment:

   a. furnished after Date of Coverage; or

   b. to the extent that the Mechanic’s Lien claimant was not directly paid by the Company or by the Insured with the Company’s written approval.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

                        Authorized Signatory
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

1. Covered Risk 11(a) of this policy is deleted.

2. The insurance [for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Policy, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:

   (a) “Date of Coverage”, is <data_1> unless the Company sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of the Company.

   (b) “Construction Loan Advance,” shall mean an advance that constitutes Indebtedness made on or before Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.

   (c) “Mechanic’s Lien,” shall mean any statutory lien or claim of lien, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.

3. The Company insures against loss or damage sustained by the Insured by reason of:

   (a) The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage;

   (b) The lack of priority of the lien of the Insured Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and

   (c) The lack of priority of the lien of the Insured Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic’s Lien, if notice of the Mechanic’s Lien is not filed or recorded in the Public Records, but only to the extent that direct payment to the Mechanic’s Lien claimant for the charges for the services, labor, materials or equipment for which the Mechanic’s lien is claimed has been made by the Insured or on the Insured’s behalf on or before Date of Coverage.

4. This policy does not insure against loss or damage (and the Company will not pay costs,
ENDORSEMENT

Attached to Policy No. <policy>

Our Order No. <order_number>

Issued By

<name_underwriter>

attorneys’ fees or expenses) by reason of any Mechanic’s Lien arising from services, labor, material or equipment:

(a) furnished after Date of Coverage; or

(b) not designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Insured on or before Date of Coverage.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

<name_underwriter>

By: <name_company>

By:

<signature_endorse>

Authorized Signature
ENDORSEMENT
Attached to Policy No. ________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The Date of Coverage is amended to _________________.
   [a. The current disbursement is: $ ________________________ ]
   [b. The aggregate amount, including the current disbursement, recognized by the Company as disbursed by the Insured is: $______________________]

2. Schedule A is amended as follows:

3. Schedule B is amended as follows:
   [Part I]
   [Part II]

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement “Identified Risk” means: [insert description of the title defect, restriction encumbrance or other matter] described in Exception ______ of Schedule B.

2. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A final order or decree enforcing the Identified Risk in favor of an adverse party; or
   b. The release of a prospective purchaser or lessee of the Title or lender on the Title from the obligation to purchase, lease, or lend as a result of the Identified Risk, but only if
      i. there is a contractual condition requiring the delivery of marketable title, and
      ii. neither the Company nor any other title insurance company is willing to insure over the Identified Risk with the same conditions as in this endorsement.

3. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of the Title by reason of the Identified Risk insured against by Paragraph 2 of this endorsement, but only to the extent provided in the Conditions.

4. This endorsement does not obligate the Company to establish the Title free of the Identified Risk or to remove the Identified Risk, but if the Company does establish the Title free of the Identified Risk or removes it, Section 9(a) of the Conditions applies.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, “Improvement” means a building on the Land at Date of Policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; [or]
   b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; or
   c. the exercise of the rights described in ( ). *

   * Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

By: ____________________________
   Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; [or]
   b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; or
   c. the exercise of the rights described in (____________) [*]

[* Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.]

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________
Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, “Improvement” means each improvement on the Land at Date of Policy itemized [on the exhibit attached to this endorsement] [below:]

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; [or]
   b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; or
   c. the exercise of the rights described in (                               )]. *

* Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   b. "Future Improvement" means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated ____, last revised ________, designated as (insert name of project or project number) consisting of ___ sheets.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. contamination, explosion, fire, vibration, fracturing, earthquake or subsidence; [or]
   b. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances; [or]
   c. the exercise of the rights described in ( ). *

   * Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. _________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Constituent Parcel” means one of the parcels of Land described in Schedule A that together constitute one integrated project.
   b. “Easement” means each easement described in Schedule A.
   c. “Easement Interest” means the right of use granted in the Easement for the Easement Term.
   d. “Easement Term” means the duration of the Easement Interest, as set forth in the Easement, including any renewal or extended term if a valid option to renew or extend is contained in the Easement.
   e. “Electricity Facility” means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.
   f. “Evicted” or “Eviction” means (a) the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement or (b) the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable, in either case as a result of a matter covered by this policy.
   g. “Lease” means each lease described in Schedule A.
   h. “Leasehold Estate” means the right of possession granted in the Lease for the Lease Term.
   i. “Lease Term” means the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
   j. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated ____ , last revised ________, designated as (insert name of project or project number), consisting of ___ sheets.
k. "Remaining Term" means the portion of the Easement Term or the Lease Term remaining after the Insured has been Evicted.

l. "Severable Improvement" means property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.

3. Valuation of Title as an Integrated Project:
   a. If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Insured is Evicted, that value shall consist of (i) the value of (A) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, (B) any Electricity Facility existing on the date of the Eviction, and, if applicable, (ii) any reduction in value of another insured Lease or Easement as computed in Section 3(b) below.
   b. A computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted.
   c. The Insured Claimant shall have the right to have the Leasehold Estate, the Easement Interest, and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent or use payments no longer required to be paid for the Remaining Term.
   d. The provisions of this Section 3 shall not diminish the Insured’s rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Section 8 of the Conditions or any other endorsement to the policy.

4. Valuation of Severable Improvements:
   a. In the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Section 8 of the Conditions or any other provision of this or any other endorsement) the diminution in value of the Insured’s interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement.
   b. The policy does not insure against loss or damage (and the Company will not pay any costs, attorneys’ fees or expenses) relating to:
      i. the attachment, perfection or priority of any security interest in any Severable Improvement;
      ii. the vesting or ownership of title to or rights in any Severable Improvement;
      iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
      iv. the determination of whether any specific property is real or personal in nature.
5. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted, shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Section 8(a)(ii) of the Conditions.

a. The reasonable cost of: (i) disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project; (ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction.

b. Rent, easement payments or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate or the Easement Interest, as applicable, may be obligated to pay to any person having paramount title to that of the lessor in the Lease or the grantor in the Easement, as applicable.

c. The amount of rent, easement payments or damages that, by the terms of the Lease or the Easement, as applicable, the Insured must continue to pay to the lessor or grantor after Eviction with respect to the portion of the Leasehold Estate or Easement Interest, as applicable, from which the Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease, sublease or easement specifically permitted by the Lease or Easement, as applicable, and made by the Insured as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable.

e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees or easement or subeasement grantees on account of the breach of any lease or sublease or easement or subeasement specifically permitted by the Lease or the Easement, as applicable, and made by the Insured as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable.

f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate or a replacement easement reasonably equivalent to the Easement Interest, as applicable.

g. If any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.
6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Constituent Parcel” means one of the parcels of Land described in Schedule A that together constitute one integrated project.
   b. “Easement” means each easement described in Schedule A.
   c. “Easement Interest” means the right of use granted in the Easement for the Easement Term.
   d. “Easement Term” means the duration of the Easement Interest, as set forth in the Easement, including any renewal or extended term if a valid option to renew or extend is contained in the Easement.
   e. “Electricity Facility” means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.
   f. “Evicted” or “Eviction” means (a) the lawful deprivation, in whole or in part, of the right of possession or use insured by this policy, contrary to the terms of any Lease or Easement or (b) the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease or the Easement, as applicable, in either case as a result of a matter covered by this policy.
   g. “Lease” means each lease described in Schedule A.
   h. “Leasehold Estate” means the right of possession granted in the Lease for the Lease Term.
   i. “Lease Term” means the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
j. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated ____ , last revised ________ , designated as (insert name of project or project number) consisting of ___ sheets.

k. “Remaining Term” means the portion of the Easement Term or the Lease Term remaining after the Insured has been Evicted.

l. “Severable Improvement” means property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.

m. “Tenant” means the tenant under the Lease or a grantee under the Easement, as applicable, and, after acquisition of all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of the policy, the Insured Claimant.

3. Valuation of Title as an Integrated Project:

a. If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of (i) the value of (A) the Leasehold Estate or the Easement Interest for the Remaining Term, as applicable, (B) any Electricity Facility existing on the date of the Eviction, and, if applicable, (ii) any reduction in value of another insured Lease or Easement as computed in Section 3(b) below.

b. A computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted.

c. The Insured Claimant shall have the right to have the Leasehold Estate, the Easement Interest, and any Electricity Facility affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent or use payments no longer required to be paid for the Remaining Term.

d. The provisions of this Section 3 shall not diminish the Insured’s rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Section 8 of the Conditions or any other endorsement to the policy.

4. Valuation of Severable Improvements:

a. In the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Section 8 of the Conditions or any other provision of this or any other endorsement) the diminution in value of the Insured’s interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement.
b. The policy does not insure against loss or damage (and the Company will not pay any costs, attorneys’ fees or expenses) relating to:
   i. the attachment, perfection or priority of any security interest in any Severable Improvement;
   ii. the vesting or ownership of title to or rights in any Severable Improvement;
   iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
   iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of the policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Section 8(a)(iii) of the Conditions:

a. The reasonable cost of: (i) disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project; (ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction.

b. Rent, easement payments or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate or the Easement Interest, as applicable, may be obligated to pay to any person having paramount title to that of the lessor in the Lease or the grantor in the Easement, as applicable.

c. The amount of rent, easement payments or damages that, by the terms of the Lease or the Easement, as applicable, the Insured must continue to pay to the lessor or grantor after Eviction with respect to the portion of the Leasehold Estate or Easement Interest, as applicable, from which the Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease, sublease or easement specifically permitted by the Lease or Easement, as applicable, and made by the Tenant as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable.

e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees or easement or subeasement grantees on account of the breach of any lease or sublease or easement or subeasement specifically permitted by the Lease or the Easement, as applicable, and made by the Tenant as lessor or grantor of all or part of the Leasehold Estate or Easement Interest, as applicable.
f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate or a replacement easement reasonably equivalent to the Easement Interest, as applicable.

g. If any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________
    Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Constituent Parcel” means one of the parcels of Land described in Schedule A that together constitute one integrated project.
   b. “Electricity Facility” means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.
   c. “Evicted” or “Eviction” means (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of any Lease or (b) the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
   d. “Lease” means each lease described in Schedule A.
   e. “Leasehold Estate” means the right of possession granted in the Lease for the Lease Term.
   f. “Lease Term” means the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
   g. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated ____, last revised __________, designated as (insert name of project or project number), consisting of ___ sheets.
   h. “Remaining Term” means the portion of the Lease Term remaining after the Insured has been Evicted.
   i. “Severable Improvement” means property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.
3. Valuation of Title as an Integrated Project:
   a. If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Insured is Evicted, that value shall consist of (i) the value of (A) the Leasehold Estate for the Remaining Term, (B) any Electricity Facility existing on the date of the Eviction, and, if applicable, (ii) any reduction in value of another insured Lease as computed in Section 3(b) below.
   b. A computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted.
   c. The Insured Claimant shall have the right to have the Leasehold Estate and any Electricity Facility affected by a defect insured against by this policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent no longer required to be paid for the Remaining Term.
   d. The provisions of this Section 3 shall not diminish the Insured’s rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Section 8 of the Conditions or any other endorsement to the policy.

4. Valuation of Severable Improvements:
   a. In the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Section 8 of the Conditions or any other provision of this or any other endorsement) the diminution in value of the Insured’s interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement.
   b. The policy does not insure against loss or damage (and the Company will not pay any costs, attorneys’ fees or expenses) relating to:
      i. the attachment, perfection or priority of any security interest in any Severable Improvement;
      ii. the vesting or ownership of title to or rights in any Severable Improvement;
      iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or
      iv. the determination of whether any specific property is real or personal in nature.

5. Additional items of loss covered by this endorsement:
   If the Insured is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Section 8(a)(ii) of the Conditions.
   a. The reasonable cost of: (i) disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project; (ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction.
b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

c. The amount of rent or damages that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate from which the Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease specifically permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate.

e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease specifically permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate.

f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.

g. If any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.

6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[ Witness clause optional ]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________
    Authorized Signatory

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ENDORSEMENT
Attached to Policy No. __________

Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 6 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Constituent Parcel” means one of the parcels of Land described in Schedule A that together constitute one integrated project.
   b. "Electricity Facility" means an electricity generating facility which may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.
   c. “Evicted” or “Eviction” means (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of any Lease or (b) the lawful prevention of the use of the Land or any Electricity Facility or Severable Improvement for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
   d. "Lease" means each lease described in Schedule A.
   e. “Leasehold Estate” means the right of possession granted in the Lease for the Lease Term.
   f. "Lease Term" means the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
   g. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated _____ , last revised ________, designated as (insert name of project or project number), consisting of ___ sheets.
   h. “Remaining Term” means the portion of the Lease Term remaining after the Insured has been Evicted.
   i. “Severable Improvement” means property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.
   j. “Tenant” means the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of the policy, the Insured Claimant.
3. Valuation of Title as an Integrated Project:

   a. If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction, then, as to that portion of the Land from which the Tenant is Evicted, that value shall consist of (i) the value of (A) the Leasehold Estate for the Remaining Term, (B) any Electricity Facility existing on the date of the Eviction, and, if applicable, (ii) any reduction in value of another insured Lease as computed in Section 3(b) below.

   b. A computation of loss or damage resulting from an Eviction affecting any Constituent Parcel shall include loss or damage to the integrated project caused by the covered matter affecting the Constituent Parcel from which the Insured is Evicted.

   c. The Insured Claimant shall have the right to have the Leasehold Estate and any Electricity Facility affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account any rent no longer required to be paid for the Remaining Term.

   d. The provisions of this Section 3 shall not diminish the Insured’s rights under any other endorsement to the policy; however, the calculation of loss or damage pursuant to this endorsement shall not allow duplication of recovery for loss or damage calculated pursuant to Section 8 of the Conditions or any other endorsement to the policy.

4. Valuation of Severable Improvements:

   a. In the event of an Eviction, the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Section 8 of the Conditions or any other provision of this or any other endorsement) the diminution in value of the Insured’s interest in any Severable Improvement resulting from the Eviction, reduced by the salvage value of the Severable Improvement.

   b. The policy does not insure against loss or damage (and the Company will not pay any costs, attorneys’ fees or expenses) relating to:

      i. the attachment, perfection or priority of any security interest in any Severable Improvement;

      ii. the vesting or ownership of title to or rights in any Severable Improvement;

      iii. any defect in or lien or encumbrance on the title to any Severable Improvement; or

      iv. the determination of whether any specific property is real or personal in nature.
5. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of the policy and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 3 of this endorsement, the valuation of Severable Improvements pursuant to Section 4 of this endorsement, or Section 8(a)(iii) of the Conditions:

a. The reasonable cost of: (i) disassembling, removing, relocating and reassembling any Severable Improvement that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, to the extent necessary to restore and make functional the integrated project; (ii) transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the restoration or relocation; and (iii) restoring the Land to the extent damaged as a result of the disassembly, removal and relocation of the Severable Improvement and required of the Insured solely because of the Eviction.

b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.

c. The amount of rent or damages that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate from which the Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease specifically permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate.

e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease specifically permitted by the Lease and made by the Tenant as lessor of all or part of the Leasehold Estate.

f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.

g. If any Electricity Facility is not substantially completed at the time of Eviction, the actual cost incurred by the Insured up to the time of Eviction, less the salvage value, for the Electricity Facility located on that portion of the Land from which the Insured is Evicted. Those costs include costs incurred to construct and fabricate the Electricity Facility, obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping, and cancellation fees related to the foregoing.
6. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. “Electricity Facility” means an electricity generating facility that may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.
   c. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated ____, last revised __________, designated as (insert name of project or project number) consisting of ___ sheets.
   d. “Severable Improvement” means property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation of an enforceable Covenant by any Electricity Facility or Severable Improvement, unless an exception in Schedule B of the policy identifies the violation;
   b. Enforced removal of any Electricity Facility or Severable Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
   c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection, describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease or easement;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.c., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
   b. "Electricity Facility" means an electricity generating facility that may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.
   c. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer) dated _____, last revised ________, designated as (insert name of project or project number) consisting of ____ sheets.
   d. "Severable Improvement" means property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation of a Covenant that:
      i. divests, subordinates, or extinguishes the lien of the Insured Mortgage;
      ii. results in the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage;
      or
      iii. causes a loss of the Insured’s Title acquired in satisfaction or partial satisfaction of the Indebtedness.
b. A violation of an enforceable Covenant by any Electricity Facility or Severable Improvement, unless an exception in Schedule B of the policy identifies the violation;

c. Enforced removal of any Electricity Facility or Severable Improvement, as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or

d. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection, describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:

   a. any Covenant contained in an instrument creating a lease or easement;

   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or

   c. except as provided in Section 3.d., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

By: ______________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Electricity Facility” means an electricity generating facility that may include one or more of the following: a substation; a transmission, distribution or collector line; an interconnection, inverter, transformer, generator, turbine, array, solar panel, or module; a circuit breaker, footing, tower, pole, cross-arm, guy line, anchor, wire, control system, communications or radio relay system, safety protection facility, road, and other building, structure, fixture, machinery, equipment, appliance and item associated with or incidental to the generation, conversion, storage, switching, metering, step-up, step-down, inversion, transmission, conducting, wheeling, sale or other use or conveyance of electricity, on the Land at Date of Policy or to be built or constructed on the Land in the locations according to the Plans, that by law constitutes real property.
   b. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by [insert name of architect or engineer] dated ____, last revised ________, designated as [insert name of project or project number] consisting of ___ sheets.
   c. “Severable Improvement” means property affixed to the Land at Date of Policy or to be affixed to the Land in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land and (b) the property can be severed from the Land without causing material damage to the property or to the Land.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. An encroachment of any Electricity Facility or Severable Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
   b. An encroachment of an improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
   c. Enforced removal of any Electricity Facility or Severable Improvement, as a result of an encroachment by the Electricity Facility or Severable Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Electricity Facility or Severable Improvement; [or]
d. Damage to any Electricity Facility or Severable Improvement that is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved [; or]

[e. The coverage of Sections 3.c. and 3.d. shall not apply to the encroachments listed in Exception(s) _____________ of Schedule B].

4 This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from contamination, explosion, fire, vibration, fracturing, earthquake or subsidence.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signatory
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. The Company insures against loss or damage sustained by the Insured by reason of:
   a. any defect in the execution of the [Insert Title of Assignment of Rents or Leases Document] referred to in paragraph ____ [of Part II] of Schedule B; or
   b. any assignment of the lessor's interest in any lease or leases or any assignment of rents affecting the Title and recorded in the Public Records at Date of Policy other than as set forth in any instrument referred to in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No.
Our Order No.
Issued By
(Underwriter)

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

(Underwriter)

By: (Company Name)

By:

Authorized Signature
ENDORseMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Tax Credit Investor” means __________________________.
   b. “Tax Credit” means a tax credit in effect at Date of Policy pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law.

3. The Company insures against loss or damage, not exceeding the Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance, or other matter insured against by the policy, subject to the limitations in Section 8(a) of the Conditions. The Company has no liability to the Tax Credit Investor under this endorsement until:
   a. its liability and the extent of a loss insured against by the policy have been definitely fixed in accordance with the Conditions; and
   b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) incurred in defending or establishing:
   a. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;
   b. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or
   c. the existence, ownership, or amount of a Tax Credit.

5. The calculation of loss or damage under this endorsement shall be subject to Section 11 of the Conditions. In addition, the Company shall not be liable for duplicate recoveries of loss or damage to the Insured and Tax Credit Investor.

6. The Insured:
   a. assigns to the Tax Credit Investor the right to receive any payment or portion of a payment for loss or damage otherwise payable to the Insured under Section 12 of the Conditions, but only to the extent of the reduction in the amount of a Tax Credit; and
   b. acknowledges that any payment made by the Company to the Tax Credit Investor under this endorsement shall reduce the Amount of Insurance as provided in Section 10 of the Conditions.

This endorsement is issued as part of the policy. Except to the extent expressly stated, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement
controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Witness clause optional

Agreed and Consented to:

__________________________________
Insured

__________________________________
[Tax Credit Investor]

BLANK TITLE INSURANCE COMPANY

By: _______________________________
Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. “Tax Credit Investor” means __________________________.
   b. “Tax Credit” means a tax credit in effect at Date of Policy pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law.
   c. “Additional Amount of Insurance” means $__________. It is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage payable to the Tax Credit Investor under this endorsement.

3. The Company insures against loss or damage, not exceeding the Additional Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance or other matter insured against by this policy. The Company has no liability to the Tax Credit Investor under this endorsement until:
   a. its liability and the extent of a loss insured against by the policy have been definitely fixed in accordance with the Conditions; and
   b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) incurred in defending or establishing:
   a. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;
   b. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or
   c. the existence, ownership, or amount of a Tax Credit.

This endorsement is issued as part of the policy. Except to the extent expressly stated, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, “Improvement” means a building on the Land at Date of Policy.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
   b. negligence by a person or an Entity exercising a right to extract or develop water[; or]
   c. the exercise of the rights described in (                        )]. *

   * Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________
   Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________

Issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
   b. negligence by a person or an Entity exercising a right to extract or develop water[; or]
   c. the exercise of the rights described in (                        )]. *

   * Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, "Improvement" means each improvement on the Land at Date of Policy itemized [on the exhibit attached to this endorsement.] [below:]

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
   b. negligence by a person or an Entity exercising a right to extract or develop water[; or
   c. the exercise of the rights described in (                        )]. *

   * Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________
    Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusion in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:
   a. "Improvement" means a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   b. “Future Improvement” means a building, structure, and any paved road, walkway, parking area, driveway, or curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
   c. “Plans” means the survey, site and elevation plans or other depictions or drawings prepared by (insert name of architect or engineer), dated _______, last revised _______, designated as (insert name of project or project number) consisting of ________ sheets.

3. The Company insures against loss or damage sustained by the Insured by reason of the enforced removal or alteration of an Improvement or a Future Improvement, resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
   a. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; [or]
   b. negligence by a person or an Entity exercising a right to extract or develop water[; or
   c. the exercise of the rights described in (__________)]. *

* Instructional note: identify the interest excepted from the description of the Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
    Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is
   a. subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy, and
   b. only effective if the Land is not improved with a one-to-four family residential dwelling.

2. For the purposes of this endorsement only:
   a. “Lender Group” means a group of lenders owning portions of the Indebtedness. The composition of the Lender Group may change by the addition or withdrawal of Participants during the term of the Insured Mortgage.
   b. “Participant” means a member of the Lender Group, but does not include a non-insured obligor as described in Section 12(c) of the Conditions. A Participant is an Insured under the policy to the extent of its ownership of a portion of the Indebtedness, whether it acquires its portion of the Indebtedness on or after Date of Policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. The invalidity or unenforceability of the lien of the Insured Mortgage caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants.
   b. Loss of priority of the lien of the Insured Mortgage, which loss of priority is caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants.

4. The Company reserves all rights and defenses as to any Participant that the Company would have had against any other Insured under the policy, unless the Participant acquired its portion of the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: _______________________________________
         Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only:
   a. “Loan Agreement” means [a document governing the terms of the loan or loans secured by the Insured Mortgage at Date of Policy] [the __________ Agreement dated ____________, by and between the Insured and _________________________].
   b. “Revolving Credit Loan” means the portion of the Indebtedness that is a revolving credit facility as more particularly defined in the Loan Agreement.
   c. “Term Loan” means the portion of the Indebtedness that is a term loan facility as more particularly defined in the Loan Agreement.

3. The Company insures against loss or damage sustained by the Insured by reason of the loss of priority of the lien of the Insured Mortgage, as security for the amount of the Indebtedness advanced as the Term Loan, resulting from reductions and subsequent increases of the outstanding principal amount of the Indebtedness payable as the Revolving Credit Loan.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signatory
ENDORSEMENT
Attached to Policy No. __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the Exclusions from Coverage, the
   Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. The Company insures against loss or damage sustained by the Insured by reason of the failure of the
   Insured Mortgage to have been recorded in the Public Records as set forth in Section 3 below.

3. Paragraph 4 of Schedule A is amended to read as follows:

   The Insured Mortgage and its assignments, if any, are described as follows:

   Mortgage [Deed of Trust][Deed to Secure Debt]:
   Mortgagor:
   Mortgagee:
   Dated:
   Recorded:
   Recording/Instrument Number:

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of
the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or
(iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is
inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this
endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

By: ______________________________________
   Authorized Signatory
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

Condition 13 of the Policy, entitled Arbitration, is hereby modified so as to remove the Company’s right to demand arbitration.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ______________________________

Authorized Signature

Arbitration Deletion-06 (Lender)
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

Condition 14 of the Policy, entitled Arbitration, is hereby modified so as to remove the Company’s right to demand arbitration.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________
    Authorized Signature

Arbitration Deletion-06 (Owner)
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss or damage by reason of:

(a). The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions therein which provide for a Conditional Right to Refinance and a change in the rate of interest as set forth in the Mortgage Rider.

(b). Loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance of the loan, together with interest thereon, which loss of priority is caused by the exercise of the Conditional Right to Refinance and the extension of the loan term to the New Maturity Date set forth on the Rider and a change in the rate of interest, provided that all the conditions set forth in paragraphs 2 and 5 of the Balloon Mortgage Rider have been met, and there are no other liens, defects, encumbrances, or other adverse matters affecting Title arising subsequent to Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury or (b) any consumer credit protection or truth in lending law or (c) bankruptcy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By__________________________________
Authorized Signature
Balloon A-06
1. Schedule A of the above policy is hereby amended to reflect the recording of a Modification Agreement dated and recorded of the official records, which Modification extends the maturity date of the insured mortgage to

2. The Company hereby insures that the said Modification is valid and enforceable in its terms and that the insured mortgage, as modified, shares the same priority as the mortgage originally insured by said policy.

3. In all other respects the coverage under the above policy remains unchanged as of the effective date shown in the original policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law, or (c) bankruptcy.

The total liability of the Company under said policy and any endorsements thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement, when countersigned by an authorized officer or agent, is made a part of said policy as of the policy date thereof and is subject to the Schedules, Conditions and Stipulations and Exclusions from Coverage therein contained, except as modified by the provisions hereof.
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss or damage which the Insured shall sustain by reason of the fact that neither the withdrawal of a partner or partners nor the admission of a partner or partners in the named Insured partnership will cause a termination of coverage under the Policy. Provided, however, that this insurance shall not be construed so as to continue Policy coverage after either of the following:

(a). if the named insured is a general partnership, a change in form to a limited partnership; or

(b). if the named insured is a limited partnership, a change in form to a general partnership.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: _______________________
Authorized Signature

Fairway-06 - Partnership
Owner
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY ENDORSEMENT

The Company insures the Insured against loss or damage which the Insured shall sustain by reason of the fact that neither the transfer of an interest by one or more members to another person or entity; the withdrawal of one or more members; nor the addition of one or more members will cause a termination of coverage under this Policy.

This endorsement is not to be construed as extending the coverage of the Policy to any later date than the Date of Policy shown in Schedule A, nor does it impose any liability on the Company for loss or damage resulting from any defect, lien or encumbrance attaching subsequent to the date hereof.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ____________________________
    Authorized Signature

Fairway-06 - LLC
Owner
This endorsement is issued as part of the Commitment. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Commitment, (ii) modify any prior endorsements, (iii) extend the Commitment, or (iv) increase the Amount of Insurance. To the extent a provision of the Commitment Date/Effective Date or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Commitment and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

Gap-06
ENFORCEMENT

Attended to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage and the Secretary of Housing and Urban Development, of Washington, D.C., and his or her successors in office, against loss or damage sustained by the Insured by reason of any impairment of the lien, charge or priority of the Insured Mortgage resulting from either (i) the conveyance of the Land from ______________ to ______________ by deed recorded ______________, or (ii) any release from liability of the original borrower for the Indebtedness secured by the Insured Mortgage, which release from liability is occurring at the date hereof.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: __________________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby modifies the Policy, as follows:

If there is a one-to-four family residential structure or condominium unit on the Land at Date of Policy, the Amount of Insurance shown in Schedule A will automatically increase by 10% on each of the first five anniversaries of the Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________
Authorized Signature

Inflation-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company assures the Insured that the Company will not deny liability under the Policy or any endorsements issued solely on the grounds that the policy and/or endorsement(s) were issued electronically and/or lack signatures in accordance with paragraph 15(c) of the Conditions, if the policy is a 2006 ALTA Owner’s Policy, or paragraph 14(c) of the Conditions, if the policy is a 2006 ALTA Loan Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Date:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature

Lack of Signature
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

By the issuance of this policy in an amount which is less than the Indebtedness secured by the Insured Mortgage, the Company agrees that if the Insured applies all payments made by the borrower to the release of security other than the Land described in Schedule A until such time as the aggregate unpaid principal Indebtedness is reduced to the amount of this Policy, the amount of coverage afforded will not be reduced by such payments. Any subsequent payments which would have the effect of reducing the Indebtedness below the Amount of Insurance of this Policy will concurrently reduce the coverage under this policy by $1.00 for each $1.00 of principal reduction thereafter made.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________
Authorized Signature

Last Dollar
Lender
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage referred to in Schedule A, against loss or damage which the Insured shall sustain by reason of the [deed, assignment, etc.] from __________________________ to __________________________ recorded________________________, as Instrument Number _______________, impairing the enforceability or priority of the lien of the Insured Mortgage.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:____________________________________

Authorized Signature

Non-Merger of Lien-06
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company insures the Insured against loss or damage which the Insured shall sustain by reason of damage to existing and future improvements, including lawns, shrubbery and trees resulting from the exercise of any right to use the surface of the Land for enforcement of any or any of the reservations contained in the Patent to the Land and excepted from the description of the Land or shown in Exception ___ of Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:____________________________________

Authorized Signature

Patent-06
1. The insurance for Advances added by Sections 3 and 4 of this endorsement is subject to: the exclusions in Section 4 of this endorsement and the Exclusions in the Policy, except Exclusion 3(d), the provisions of the Conditions and the Exceptions contained in Schedule B.

2. As used in this endorsement:
   (a). “Agreement” shall mean the note or loan agreement secured by the Insured Mortgage or the Insured Mortgage.
   (b). “Advances” shall mean only those advances of principal indebtedness made after the Date of Policy as provided in the Agreement, including expenses of foreclosure, amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws or to protect the lien of the Insured Mortgage before the time of acquisition of the Title and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
   (c). “Changes in the rate of interest” shall mean only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage at Date of Policy.
   (d). “Interest” shall include lawful additional interest based on net appreciated value.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   (a). The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Advance.
   (b). The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.
   (c). The invalidity or unenforceability or loss of priority of the lien of the Insured Mortgage as security for the Indebtedness and Advances resulting from: (i) re-Advances and repayments of Indebtedness; (ii) lack of outstanding Indebtedness before an Advance; (iii) failure to comply with the requirements of state law to secure Advances, (iv) failure of the Insured Mortgage to state the term for Advances, or (v) failure of the Insured Mortgage to state the maximum amount secured by the Insured Mortgage.
   (d). The failure of the mortgagors to be at least 62 years of age at Date of Policy.

4. The Company also insures against loss or damage sustained by the Insured by reason of:
   (a). The invalidity or unenforceability of the lien of the Insured Mortgage resulting from any provisions of the Agreement that provide for: (i) interest on interest; (ii) changes in the rate of interest; or (iii) the addition of unpaid interest to the principal portion of the Indebtedness.
   (b). Loss of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any unpaid interest which was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance
with the provisions of the Insured Mortgage, which loss of priority is caused by (i) changes in the rate of interest; (ii) interest on interest; or (iii) increases in the Indebtedness resulting from the addition of unpaid interest.

5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees or expenses) resulting from:
   (a). Advances made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor.
   (b). The loss of priority of the lien of the Insured Mortgage, as security for Advances, to the lien of real estate taxes or assessments on the Title imposed by governmental authority arising after Date of Policy.
   (c). The loss of priority of the lien of the Insured Mortgage as security for any Advance, to a federal tax lien, which Advance is made after the earlier of (i) actual knowledge of the Insured that a federal tax lien was filed against the mortgagor, or (ii) the expiration of more than forty-five days after notice of a federal tax lien filed against the mortgagor.
   (d). The loss of priority of any Advance made after the Insured has Knowledge of the existence of liens, encumbrances or other matters affecting the Land intervening between Date of Policy and the Advance, as to the intervening lien, encumbrance or other matter.
   (e). Usury, or any consumer credit protection or truth-in-lending law.
   (f). The loss of priority of an Advance to a mechanic’s or material-men’s lien.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: _________________________________

Authorized Signature

Reverse Annuity Mortgage-06
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage described in Schedule A against loss or damage which said Insured shall sustain by reason of the invalidity or unenforceability of the lien of the Mortgage upon the estate or interest as a result of a scrivener’s error resulting [e.g. describe the error such as ....in variances between the name of the mortgagor and the name in which title to the estate or interest described in Schedule A is vested as shown in Schedule A].

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: __________________________________________
Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage by reason of:

(a). The invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions therein which provide for additional interest based on a share of (a) the appreciation in the value of the Land; (b) rents and profits attributable to the Land; or (c) both.

(b). Loss of priority of the lien of the Insured Mortgage as security for (a) the unpaid principal balance of the loan; (b) the base interest; and (c) the additional interest, which loss of priority is caused by the provisions in the Insured Mortgage for payment or allocation to the insured of any additional interest.

"Base interest", as used in this Endorsement, means only those amounts (calculated pursuant to the formula provided in the Promissory Note secured by the Insured Mortgage) accrued and payable on the unpaid principal balance of the loan.

"Additional interest", as used in this Endorsement, means only those amounts (calculated pursuant to the formula provided in the Promissory Note secured by the Insured Mortgage) payable or allocated to the insured based on a share of (a) the appreciation in the value of the Land; (b) rents and profits attributable to the Land; or (c) both.

This Endorsement does not insure against loss or damage based upon (a) usury or (b) any consumer credit protection or truth in lending law or (c) public policy or (d) unconscionability.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By: ________________________________

Authorized Signature
ENDORSEMENT

Attached to Policy No.

Issued by

BLANK TITLE INSURANCE COMPANY

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of the failure, as shown by the Public Records, of the rights, privileges and easements set forth in the ______________(REA) recorded __________ and described in Exception ________ of Schedule B, to be valid, enforceable and binding upon the owners of the Land described in the REA, their successors and assigns including the holder of the Insured Mortgage described in Schedule ___ of the Policy and any successive owner who derives his Title through foreclosure of the Insured Mortgage or a transfer in lieu of foreclosure of such Insured Mortgage.

Provided, however, that no insurance is given that the terms and provisions of the REA shall bind a successive owner who derives his Title through; a) a tax deed; b) a foreclosure of a bond or assessment; c) enforcement of a federal tax lien; d) bankruptcy, as trustee or otherwise; e) a right or lien existing prior to the date of recording of said REA.

Provided further, this endorsement does not insure against loss or damage based upon the performance or the non-performance of any of the terms and provisions of said REA.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:____________________________________
Authorized Signature

Shopping Center-06
Reciprocal Easement Agreement (REA)
ENDORSEMENT

Attached to Policy No.

Issued by
BLANK TITLE INSURANCE COMPANY

The following policies are issued in conjunction with one another:

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<th>POLICY NUMBER:</th>
<th>COUNTY:</th>
<th>STATE:</th>
<th>AMOUNT:</th>
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Notwithstanding the provisions of Section 8(a)(i) of the Conditions of this Policy, the Amount of Insurance available to cover the Company's liability for loss or damage under this Policy at the time of payment of loss hereunder shall be the aggregate of the Amount of Insurance under this Policy and the other policies identified above. At no time shall the Amount of Insurance under this Policy and the other policies identified above exceed in the aggregate $____________. Subject to the provisions of Section 10(a) of the Conditions of the policies, all payments made by the Company under this Policy or any of the other policies identified above, except the payments made for costs, attorney's fees and expenses, shall reduce the aggregate Amount of Insurance by the amount of the payment.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Dated:

BLANK TITLE INSURANCE COMPANY

By:____________________________________
Authorized Signature

Tie-In-06
ALTA 12-06
UNITED STATES OF AMERICA
POLICY OF TITLE INSURANCE
Issued by
BLANK TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, BLANK TITLE INSURANCE COMPANY, a Blank corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. In instances where the insured acquires title to the land by condemnation, failure of the commitment for title insurance, as updated to the date of the filing of the lis pendens notice or the Declaration of Taking, to disclose the parties having an interest in the land as disclosed by the public records.

The Company will also pay the costs, attorneys’ fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

[Witness clause optional]

BLANK TITLE INSURANCE COMPANY

BY: ________________________________ PRESIDENT

BY: ________________________________ SECRETARY
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys’ fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under the policy;

   (c) resulting in no loss or damage to the insured claimant; or

   (d) attaching or created subsequent to Date of Policy.

4. This policy does not insure against the invalidity or insufficiency of any condemnation proceeding instituted by the United States of America, except to the extent set forth in insuring provision 5.
SCHEDULE A

[File No. ] Policy No.

Amount of Insurance $

[Premium $ ]

Date of Policy______

[at p.m.] [at p.m.]

1. Name of Insured:

2. The estate or interest in the land which is covered by this policy is:

3. Title to the estate or interest in the land is vested in:

[4. The land referred to in this policy is described as follows:]

If Paragraph 4 is omitted, a Schedule C, captioned the same as Paragraph 4, must be used.
SCHEDULE B

[File No.  ]    Policy No.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. [POLICY MAY INCLUDE REGIONAL EXCEPTIONS IF SO]

2. DESIRED BY ISSUING COMPANY]

3. [VARIABLE EXCEPTIONS SUCH AS TAXES, EASEMENTS, CC & Rs, ETC.]

4.
CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule [A][C], and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule [A][C], nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or
interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(e) Notwithstanding Conditions and Stipulations Section 4(a-d), the Attorney General of the United States shall have the sole right to authorize or to undertake the defense of any matter which would constitute a claim under the policy, and the Company may not represent the insured without authorization. If the Attorney General elects to defend at the Government's expense, the Company shall, upon request, cooperate and render all reasonable assistance in the prosecution or defense of the proceeding and in prosecuting any related appeals. If the Attorney General shall fail to authorize and permit the Company to defend, all liability of the Company with respect to that claim shall terminate; provided, however, that if the Attorney General shall give the Company timely notice of all proceedings and an opportunity to suggest defenses and actions as it shall recommend should be taken, and the Attorney General shall present the defenses and take the actions of which the Company shall advise the Attorney...
General in writing, the liability of the Company shall continue and, in any event, the Company shall cooperate and render all reasonable assistance in the prosecution or defense of the claim and any related appeals.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company’s obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Unless prohibited by law or governmental regulation, failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys’ fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) Subject to the prior written approval of the Attorney General, to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys’ fees and expenses incurred by the insured claimant which...
were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs 6(b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation. Failure of the Attorney General to give the approval called for in 6(b)(i) shall not prejudice the rights of the insured unless the Company is prejudiced thereby, and then only to the extent of the prejudice.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule [A][C] consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title.
as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy or an accurate facsimile for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.
(b) The Company’s Rights Against Non-insured Obligors.

The Company’s right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

(c) No Subrogation to the Rights of the United States.
Notwithstanding the provisions of Conditions and Stipulations Section 13(a) and (b), whenever the Company shall have settled and paid a claim under this policy, the Company shall not be subrogated to the rights of the United States. The Attorney General may elect to pursue any additional remedies which may exist, and the Company may be consulted. If the Company agrees in writing to reimburse the United States for all costs, attorneys’ fees and expenses, to the extent that funds are recovered they shall be applied first to reimbursing the Company for the amount paid to satisfy the claim, and then to the United States.

14. ARBITRATION ONLY BY AGREEMENT.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the Insured.

The law of the United States, or if there be no applicable federal law, the law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validing officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at (fill in).

NOTE: Bracketed [] material optional