DEEP DIVE SERIES: 2021 ALTA COMMITMENTS

March 3, 2021

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OVERVIEW

- WHAT WILL CHANGE IN THE COMMITMENT?
- OTHER ALTA FORMS IMPACTED
- HOW CAN YOU PREPARE?



WHAT WILL CHANGE IN THE SHORT FORM COMMITMENT?







WHAT WILL CHANGE IN THE COMMITMENT?



ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY issued by BLANK TITLE INSURANCE COMPANY

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.



NOTICE



COMMITMENT TO ISSUE POLICY

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, [Blank Title Insurance Company], a _____[Blank] (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within (insert the time period) after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.







COMMITMENT CONDITIONS

1. DEFINITIONS

- legally protected class.
- imparted by the Public Records.
 - instrument, including one evidenced by electronic means authorized by law. issued or to be issued by the Company pursuant to this Commitment.





"Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race. color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other

(a)b. "Knowledge" or "Known": Actual or imputed knowledge or actual notice, but not constructive notice

(b)c. "Land": The land described in Item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond the lines of the areathat described in Schedule A, nor any right, title, interest, estate, or easement in any abutting streets, roads, avenues, alleys, lanes, right-of-ways, body of water, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy. (c)d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security

(d)e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association,











<u>f.</u>	"Proposed Amount of Insurance": Each dolla
	of Insurance of each Policy to be issued pure
(e) g.	"Proposed Insured": Each person identified
	be issued pursuant to this Commitment.
(f) —	"Proposed Policy Amount": Each dollar amou
	of each Policy to be issued pursuant to this (
(g) h.	"Public Records": Records The recording or f
	the Commitment Date for the purpose of im
	to impart constructive notice of matters relat
	without Knowledge. The term "Public Record
	including any pertaining to environmental
	licensing, building, health, public safety, or na
<u>i.</u>	"State": The state or commonwealth of the U
	located. The term "State" also includes Wasl
	Virgin Islands, and Guam.
(h) i.	"Title": The estate or interest described in the



ar amount specified in Schedule A as the Proposed Amount rsuant to this Commitment.

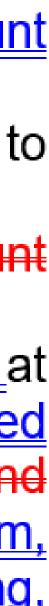
in Schedule A as the Proposed Insured of each Policy to

unt specified in Schedule A as the Proposed Policy Amount Commitment.

<u>filing system</u> established under <u>s</u>tate statutes in effect at partingunder which a document must be recorded or filed iting to real propertythe Title to a purchasers for value and rds" does not include any other recording or filing system, remediation or protection, planning, permitting, zoning, <u>national security matters.</u>

Jnited States within whose exterior boundaries the Land is hington D.C., the Commonwealth of Puerto Rico, the U.S.

Title": The estate or interest described in the Land identified in Item 3 of Schedule A.







- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - the Notice; (a).
 - (b). the Commitment to Issue Policy;
 - the Commitment Conditions; (C).
 - (d) Schedule A;
 - (e). Schedule B, Part I—Requirements;-[and]
 - Schedule B, Part II—Exceptions[; and (f)
 - a counter-signature by the Company or its issuing agent that may be in electronic form]. (g).
- COMPANY'S RIGHT TO AMEND 4. The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shallis not be liable for any other amendment to this Commitment.











5. LIMITATIONS OF LIABILITY

- (a) faith reliance to:
 - comply with the Schedule B, Part I—Requirements; (i). eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or (ii). acquire the Title or create the Mortgage covered by this Commitment. (|||)
- The Company shallis not be liable under Commitment Condition 5(.a). if the Proposed Insured (b). requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- The Company willis only have liabilityliable under Commitment Condition 4 if the Proposed Insured (C). would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- The Company's liability shalldoes not exceed the lesser of the Proposed Insured's actual expense (d) incurred in good faith and described in Commitment Condition 5.a. Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy AmountAmount of Insurance.
- The Company shallis not be liable for the content of the Transaction Identification Data, if any. (e).
- In no event shall the The Company beis not obligated to issue the Policy referred to in this Commitment **€f**}<u>.</u> unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company. In any event, the The Company's liability is further limited by the terms and provisions of the Policy to

(g). be issued to the Proposed Insured.



The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good



- 6. OF FORUM
 - (a). Commitment.
 - (b) federal court having jurisdiction.
 - (C). or implied, relating to the subject matter of this Commitment.
 - (d).
 - (e) authorized by the Company].
 - (f). only liability will be under the Policy.



LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE

Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this

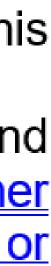
Any claim must be based in contract under the State law of the State where the Land is located and must beis restricted solely to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or

Until the Policy is issued, this This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express

The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy. Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person

When the Policy is issued, all liability and obligation under this Commitment will end and the Company's













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- IF THIS COMMITMENT HAS BEENIS ISSUED BY AN ISSUING AGENT 7. services, escrow, or any other purpose.
- 8. PRO-FORMA POLICY forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- CLAIMS PROCEDURES Conditions 5 and 6.

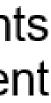


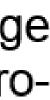


The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or, settlement

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment









CLASS ACTION 10.

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF <u>A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING</u> <u>TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL</u> <u>CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS</u> OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

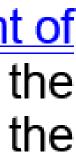
[911. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount Amount of Insurance is \$2,000,000 or less shallmay be arbitrated at the optionelection of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.]











TRANSACTION IDENTIFICATION DATA

Commitment Condition 5.e.:

Issuing Agent: Issuing Office: Issuing Office's ALTA[®] Registry ID: Loan ID Number: Commitment Number: Issuing Office File Number: Property Address: [Revision Number:]

[Transaction Identification Data, for reference only which the Company assumes no liability as set forth in







SCHEDULE A

- Commitment Date:
- 2. Policy to be issued:
 - (a). [20062021 ALTA[®] Owner's Policy][20062021 ALTA[®] Loan Policy][ALTA[®] ALTA[®] Proposed Insured:
 - Proposed Policy AmountAmount of Insurance: \$ The estate or interest to be insured:
 - Proposed Insured:

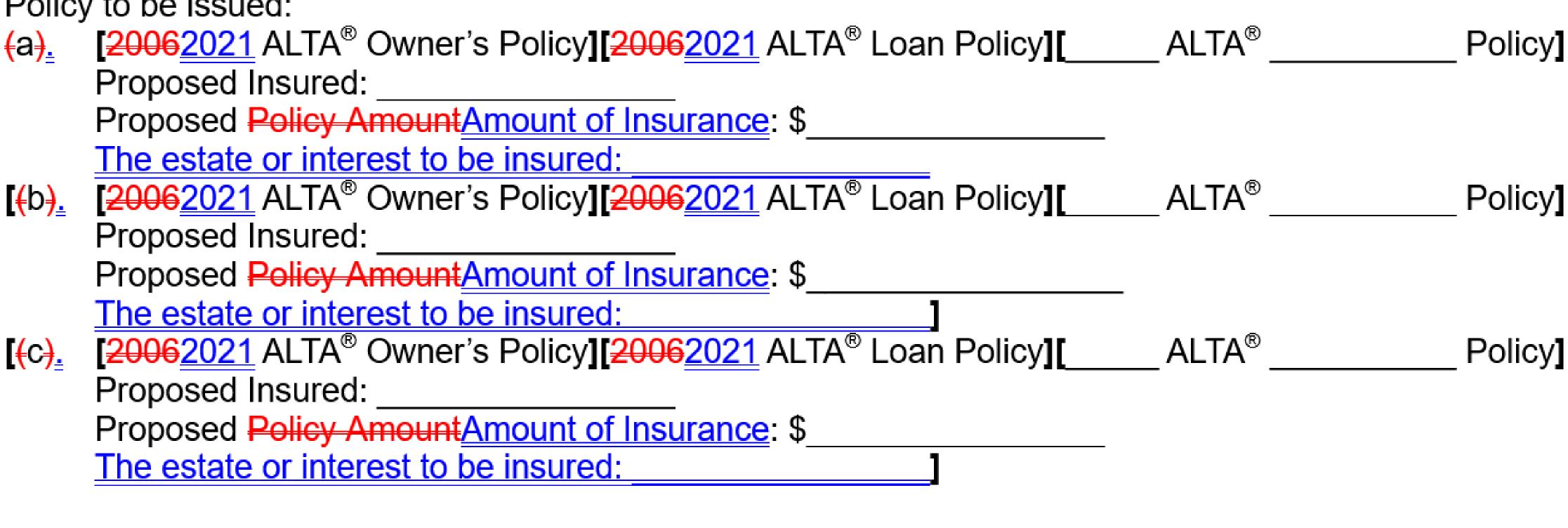
Proposed Policy Amount Amount of Insurance: \$ The estate or interest to be insured:

Proposed Insured:

Proposed Policy Amount Amount of Insurance: \$ The estate or interest to be insured:



SCHEDULE A













SCHEDULE A

- 3. The estate or interest in the Land described or referred to in thisat the Commitment Date is: (Identify estate or interest covered, i.e., fee, leasehold, etc.)
- The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item*) 4. <u>3 above)</u>
- 5. The Land is described as follows:

BLANK TITLE INSURANCE COMPANY

By:____ [Authorized Signatory]









SCHEDULE B, PART I-REQUIREMENTS **//**stewart

All of the following Requirements must be met:

- 1. then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. must be properly authorized, executed, delivered, and recorded in the Public Records. (Documents to be listed here)

(Additional Requirements may be listed here by number)

SCHEDULE B, PART I -Requirements

The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both,



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SCHEDULE B, PART II—EXCEPTIONS

Some historic land records contain Discriminatory Covenants that are illegal and unenforceable by law. <u>This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule</u> B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

[1. the Schedule B, Part I—Requirements are met.]

(Additional Exceptions may be listed here by number)





SCHEDULE B, PART II Exceptions

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of











COMMITMENT FOOTER

This page is only a part of a 20212016 ALTA[®] Commitment for Title Insurance[issued by _____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I— Requirements;-[_and] Schedule B, Part II—Exceptions[; and a counter-signature by the Company or its issuing agent that may be in electronic form].

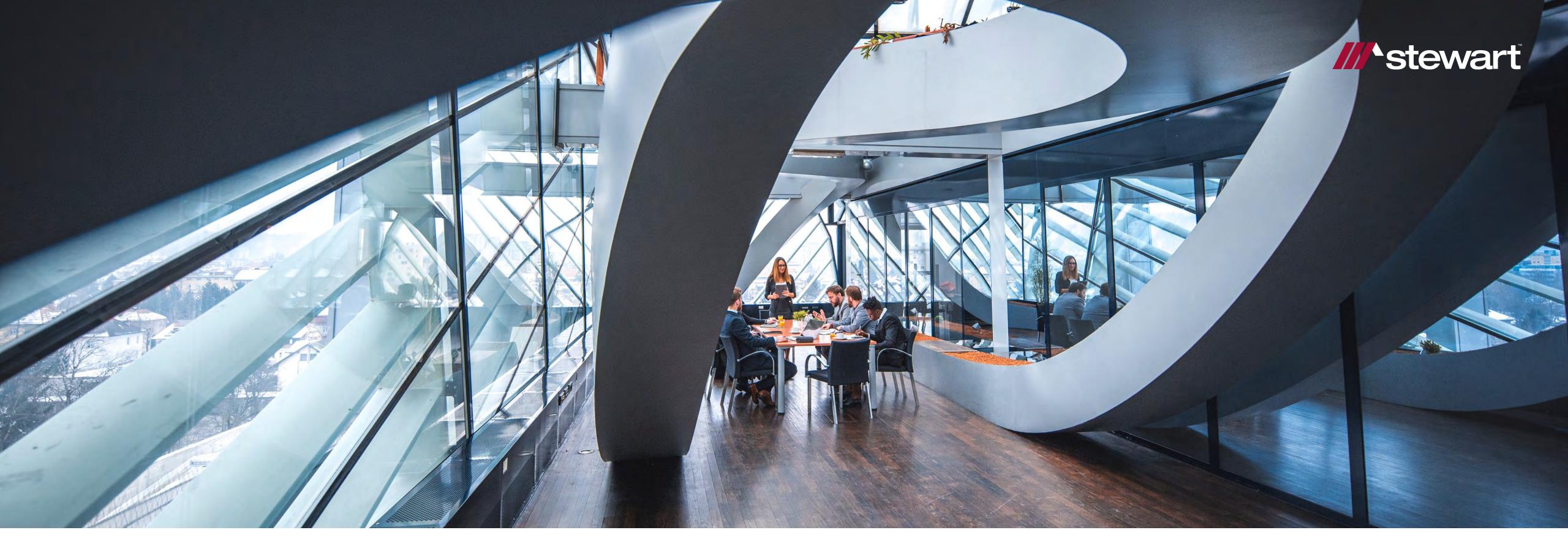












WHAT WILL CHANGE IN THE SHORT FORM COMMITMENT?

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[NOTICE]

ALTA[®] SHORT FORM COMMITMENT [FOR TITLE INSURANCE] FOR AAN ALTA SHORT FORM RESIDENTIAL LOAN POLICY issued by BLANK TITLE INSURANCE COMPANY

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE A SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.]



[NOTICE



COMMITMENT TO ISSUE POLICY

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, —Part II—Exceptions; and the Commitment Conditions of the American Land Title Association (ALTA) Commitment for Title Insurance (08-01-201607-01-2021) incorporated herein by reference, [Blank Title Insurance Company], a [Blank] (the "Company"), commits to issue the Policy described in Schedule A. This Commitment is effective as of the Commitment Date shown in Schedule A, only when the Company has entered in Schedule A both a-the specified dollar amount as the Proposed Policy AmountAmount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within _____ (*insert the time period*) after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

BLANK TITLE INSURANCE COMPANY

[Authorized Signatory]

By:_

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TRANSACTION IDENTIFICATION DATA

[Transaction Identification Data, for reference only which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Issuing Office: Issuing Office's ALTA[®] Registry ID: Loan ID Number: Commitment Number: Issuing Office File Number: Property Address:] [Revision Number:]







SCHEDULE A

- 1. Commitment Date:
- 2. Short Form Policy to be issued: ____ALTA[®] ____Policy] Proposed Policy Amount: \$ Proposed Insured: Proposed Amount of Insurance: \$
- 3. fee simple.
- 4. The Title is, at the Commitment Date, vested in:
- 5. <u>(Date)</u>
- The Land is described as follows: <u>6.</u>5-

7. The following [state State] statutes will be set forth on any ALTA 8.1[-06] (Environmental Protection Lien) endorsement to be incorporated into the Policy:



SCHEDULE A

The estate or interest in the Land described or referred to in this Commitment at the Commitment Date is

The Title as disclosed in the Public Records at the Commitment Date, has been vested in: (Name) since



SCHEDULE B, PART I—REQUIREMENTS // stewart

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. may then make additional Requirements or Exceptions.
- 2. Pay all taxes, charges, and assessments affecting the Land that are due and payable.
- 3. Pay the agreed amount for the estate or interest to be insured.
- 4. Pay the premiums, fees, and charges for the performed by the Company.
- 5. must be properly authorized, executed, delivered, and recorded in the Public Records. (Documents to be listed here)

(Additional Requirements may be listed here by number)

The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both,



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SCHEDULE B, PART II—EXCEPTIONS

<u>Some historic land records contain Discriminatory Covenants that are illegal and unenforceable by law.</u> <u>This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule</u> <u>B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated.</u> Only the remaining provisions of the document will be excepted from coverage.

In addition to the Exceptions from Coverage contained in the form of Short Form Residential Loan Policy referred toidentified in Item 2 of a Schedule A, the Policy will not insure against loss or damages resulting from the terms and provisions conditions of any easement identified in Schedule Aincluded in the description of the Land as set forth in the Insured Mortgage, and will include the following Exceptions unless cleared to the satisfaction of the Company:

[1. of the Schedule B, Part I—Requirements are met.]

(Additional Exceptions may be listed here by number)



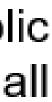


SCHEDULE B, PART II Exceptions

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all









COMMITMENT FOOTER

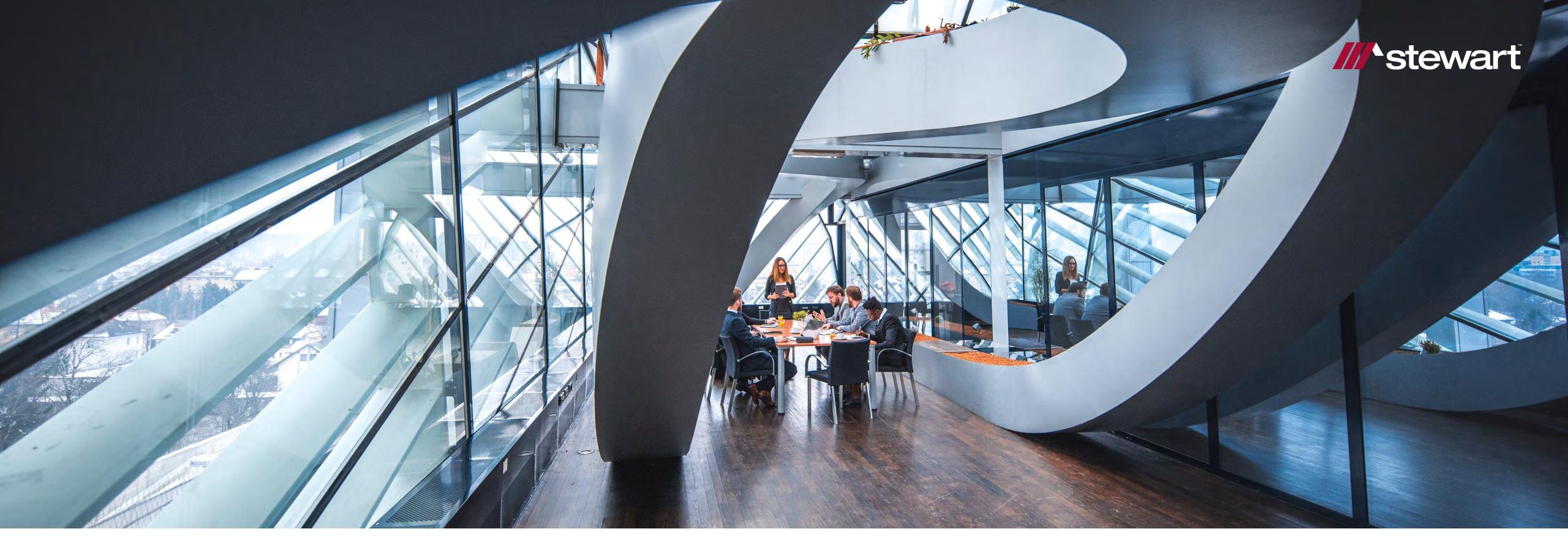
This page is only a part of a 2021 ALTA[®] Short Form Commitment for Title Insurance-[_issued by _____]. This Commitment is not valid without [the Notice;]-the Commitment to Issue Policy; Schedule A; Schedule B, Part I—Requirements; [and]-Schedule B, Part II—Exceptions [; and a counter-signature by the Company or its issuing agent that may be in electronic form].











OTHER ALTA FORMS IMPACTED BY REVISIONS TO "BASE" POLICIES

OTHER ALTA FORMS IMPACTED

- ALTA Loan Policy
- ALTA Owner's Policy
- ALTA Homeowner's Policy
- ALTA Short Form Residential Loan Policies **ALTA Short Form Residential Loan Policy** ALTA Short Form Residential Loan Policy—Current Violations
- ALTA Expanded Coverage Residential Loan Policies ALTA Expanded Coverage Residential Loan Policy—Assessments Priority ALTA Expanded Coverage Residential Loan Policy—Current Assessments
- ALTA Short Form Expanded Coverage Residential Loan Policies ALTA Short Form Expanded Coverage Residential Loan Policy—Assessments Priority ALTA Short Form Expanded Coverage Residential Loan Policy—Current Assessments
- **ALTA Short Form Commitment**





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OTHER ALTA FORMS IMPACTED

ALTA 6 SERIES

ALTA 6[-06] Variable Rate Mortgage ALTA 6.2[-06] Variable Rate Mortgage—Negative Amortization

ALTA 10 SERIES

ALTA 10[-06] Assignment ALTA 10.1[-06] Assignment and Date Down

ALTA 11 SERIES

ALTA 11[-06] Mortgage Modification ALTA 11.1[-06] Mortgage Modification with Subordination ALTA 11.2[-06] Mortgage Modification with Additional Amount of Insurance

ALTA 14 SERIES

ALTA 14[-06] Future Advance—Priority ALTA 14.1[-06] Future Advance—Knowledge ALTA 14.3[-06] Future Advance—Reverse Mortgage

ALTA 30 SERIES

ALTA 30[-06] Shared Appreciation Mortgage ALTA 30.1[-06] Commercial Participation Interest

Other Forms?









HOW CAN YOU PREPARE?

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HOW CAN YOU PREPARE?

- Underwriter Training & Guidance
- Production Software Updates
- ALTA News and Information
- ALTA Policy Forms Online at <u>alta.org/policy-forms</u>





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OUESTIONS?