#### **DEEP DIVE SERIES:**

# 2021 ALTA SHORT FORM LOAN POLICIES

May 5, 2021

THIS MATERIAL IS PROVIDED SOLELY FOR EDUCATIONAL PURPOSES. IT IS NOT INTENDED AS LEGAL ADVICE AND SHOULD NOT BE RELIED UPON BY ANYONE OBTAINING A COPY OF THIS MATERIAL FOR THAT PURPOSE.



#### JAMES L. (JIM) GOSDIN

Senior Vice President
Chief Underwriting Counsel—All Underwriters
Associate General Counsel
Stewart Title Guaranty Company
jgosdin@stewart.com

#### MARSHA D. LANER

Senior Vice President
Regional Underwriting Counsel—Midwestern States
Senior Underwriter
Stewart Title Guaranty Company
mlaner@stewart.com

#### LISA S. DELVECCHIO

Senior Underwriter

Stewart Title Guaranty Company
lisa.delvecchio@stewart.com

#### SHARI B. SCHNEIDER

Underwriter

Stewart Title Guaranty Company

General Counsel

Stewart Title of California, Inc.

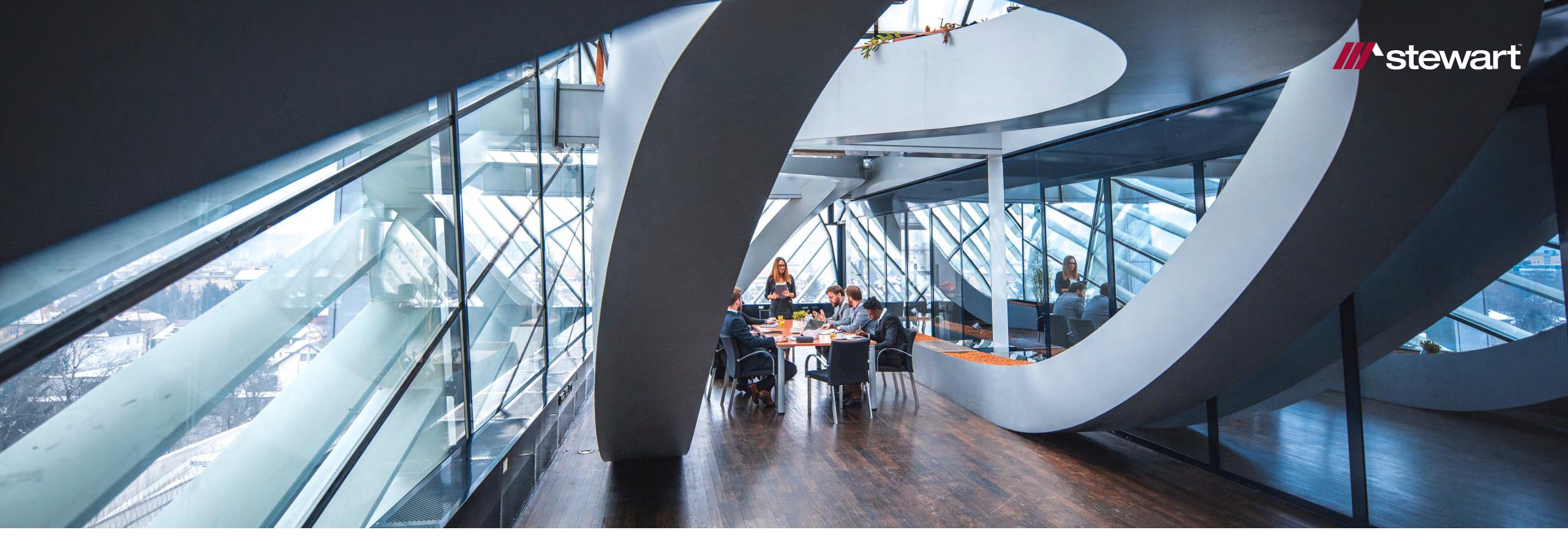
shari.schneider@stewart.com



## OVERVIEW



- WHAT WILL CHANGE IN THE SHORT FORM RESIDENTIAL LOAN POLICIES?
- WHAT WILL CHANGE IN THE SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICIES?
- OTHER ALTA FORMS IMPACTED
- HOW CAN YOU PREPARE?



# WHAT WILL CHANGE IN THE SHORT FORM RESIDENTIAL LOAN POLICIES?

#### INTRODUCTION



ALTA SHORT FORM RESIDENTIAL LOAN POLICY—ASSESSMENTS PRIORITY
ONE-TO-FOUR FAMILY

Issued issued by BLANK TITLE INSURANCE COMPANY

ALTA SHORT FORM RESIDENTIAL LOAN POLICY—CURRENT VIOLATIONS ASSESSMENTS
ONE-TO-FOUR FAMILY

Issued issued by

BLANK TITLE INSURANCE COMPANY

#### TRANSACTION IDENTIFICATION DATA



[Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:

Issuing Agent:

Issuing Office:

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Issuing Office File Number:

Property Address:



#### **SCHEDULE A**

Name and Address of Title Insurance Company:

[File No.:] Policy No.: Loan No.: Address Reference:	Street Address:	<del>te:</del>	
Amount of Insurance: \$ Mortgage Amount: \$ Date of Policy:  Property Address:	<del>[at a.m. / p.m.]</del>	[Premium: \$ Mortgage Date:	]
1. Name of Insured:			

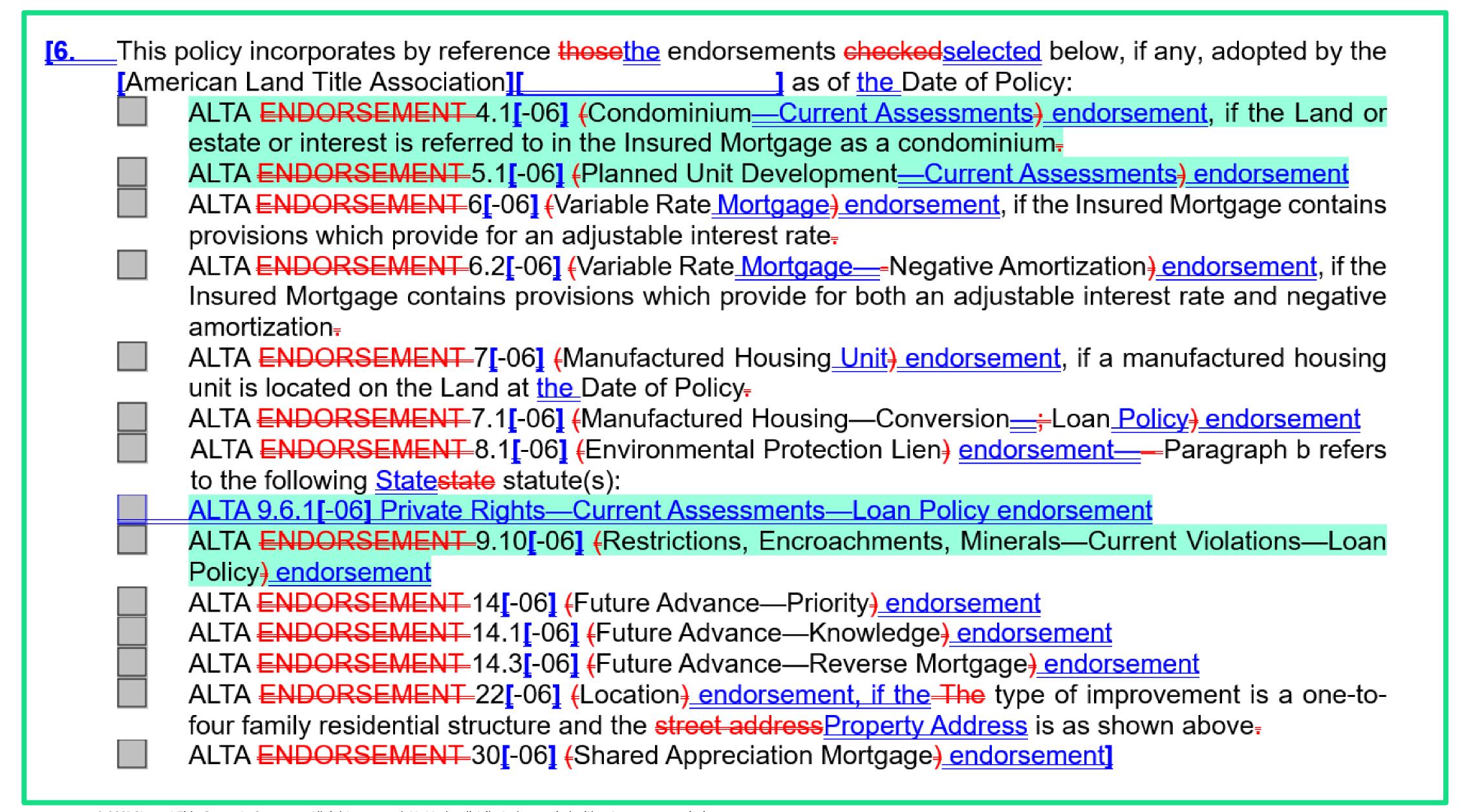
- The estate or interest in the Land identified in this Schedule A and which is encumbered by the Insured Mortgage is fee simple and is, at the Date of Policy, vested in the Borrower(s) shownidentified in the Insured Mortgage and named above.
- 4. The Land referred to in this policy is described as set forth in the Insured Mortgage.
- This policy consists of [one] page(s), [including its reverse side,] unless an addendum is attached and indicated below:
  - \_\_\_\_\_ Addendum attached

Name of Borrower(s):



[6.	This	<u>policy incorporates by reference the The</u> endorsements <del>checked</del> <u>selected</u> below, if any, <del>are incorporated</del>
	<del>in th</del> i	<del>policy</del> adopted by the [American Land Title Association][] as of the Date of Policy:
		ALTA ENDORSEMENT 4[-06] (Condominium—Assessments Priority) endorsement
		ALTA ENDORSEMENT 4.1-06 (Condominium), if the Land or estate or interest is referred to in the
		Insured Mortgage as a condominium.
		ALTA ENDORSEMENT 5[-06] (Planned Unit Development—Assessments Priority) endorsement
		ALTA ENDORSEMENT 5.1-06 (Planned Unit Development)
		ALTA ENDORSEMENT 6[-06] (Variable Rate Mortgage) endorsement, if the Insured Mortgage contains
		provisions which provide for an adjustable interest rate-
		ALTA ENDORSEMENT 6.2[-06] (Variable Rate Mortgage—Negative Amortization) endorsement, if the
		Insured Mortgage contains provisions which provide for both an adjustable interest rate and negative
		amortization <del>,</del>
		ALTA ENDORSEMENT 7[-06] (Manufactured Housing Unit) endorsement, if a manufactured housing
		unit is located on the Land at the Date of Policy
		ALTA ENDORSEMENT 7.1[-06] (Manufactured Housing——Conversion—; Loan Policy) endorsement
		ALTA ENDORSEMENT 8.1[-06] (Environmental Protection Lien) endorsement——Paragraph b refers
		to the following <u>State</u> state statute(s):
		ALTA ENDORSEMENT 9[-06] (Restrictions, Encroachments, Minerals—Loan Policy) endorsement
		ALTA 9.6[-06] Private Rights—Loan Policy endorsement
		ALTA ENDORSEMENT 14[-06] (Future Advance——Priority) endorsement
		ALTA ENDORSEMENT 14.1[-06] (Future Advance——Knowledge) endorsement
		ALTA ENDORSEMENT 14.3[-06] (Future Advance——Reverse Mortgage) endorsement
		ALTA ENDORSEMENT 22[-06] (Location) endorsement, if the The type of improvement is a one-to-
		four family residential structure and the street address Property Address is as shown above.
		ALTA ENDORSEMENT 30[-06] —(Shared Appreciation Mortgage) endorsement]





# WITNESS CLAUSE & SIGNATURES



[Witness clause optional]

**BLANK TITLE INSURANCE COMPANY** 

ByBY:
[Authorized Signatory]PRESIDENT

ByBY:
[Authorized Signatory]SECRETARY

NOTE: [bracketed Bracketed [ ] material optional one alternative must be chosen]



SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, [BLANK TITLE INSURANCE COMPANY], A [BLANK \_\_\_\_\_] CORPORATION, HEREIN CALLED (THE "COMPANY,"), HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS, AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION (ALTA) LOAN POLICY (06-17-0607-01-2021), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B-SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

#### SCHEDULE B

#### EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE INSURANCES

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

Except to the extent of the affirmative insurance set forth below, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise arising by reason of:

Those taxes and assessments that become due or payable subsequent to the Date of Policy. This Exception
 1 does not modify or limit the coverage provided in Covered Risk 11.b. 11(b).



- 2. Covenants, conditions, or restrictions, or limitations, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - (a). the violation of those covenants, conditions, or limitations on or prior to the Date of Policy;
  - (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or limitations, including those relating to environmental protection; and
  - (c) provisions in those covenants, conditions, or limitations, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished invalidated, subordinated, or impaired.

As used in paragraph Exception 2.a.2(a), the words "covenants, conditions, or restrictions, or limitations" do not refer to or include any covenant, condition, or restriction, or limitation (ai) relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or (bii) 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 an Enforcement Notice as of the Date of Policy identifies a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum Addendum attached to this policy.



- 2. Covenants, conditions, or limitations, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - <del>(</del>a<del>)</del>. the violation of those covenants, conditions, <del>or </del>restrictions<u>, or limitations</u> on or prior to <u>the</u>Date of Policy;
  - (b). a forfeiture or reversion of Title from a violation at the Date of Policy of those covenants, conditions, or limitations, including those relating to environmental protection; and
  - the invalidation, subordination, or other impairment of the lien of the Insured Mortgage because of a violation at the Date of Policy of any provisions in those covenants, conditions, or limitations, including those relating to environmental protection.

As used in Paragraph Exception 2.a.2(a), the words "covenants, conditions, or restrictions, or limitations" do not refer to or include any covenant, condition, or restriction, or limitation (ai) relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or (bii) 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 an Enforcement Notice as of the Date of Policy identifies a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum Addendum attached to this policy.



- 3. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - (a).\_\_the encroachment, at the Date of Policy, of the improvements on any easement; and
  - (b)\_\_\_any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
- **4.** Any lease, grant, exception, or reservation of minerals or mineral rights or other subsurface substances appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - (a)\_\_any effect on or impairment of the use of the Land for residential one-to-four family dwellingresidential purposes by reason of such lease, grant, exception, or reservation of minerals or mineral rights or other subsurface substances; and
  - (b).\_\_any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights or other subsurface substances so leased, granted, excepted, or reserved.

Nothing herein shall—insures against loss or damage resulting from contamination, explosion, fire, flooding, fracturing, vibration, fracturing, earthquake, or subsidence.

NOTICES, WHERE SENT: Any notice of claim or and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the following address: \_\_\_\_\_(fill in)\_\_\_\_.

#### ADDENDUM



#### ADDENDUM

TO

ALTA SHORT FORM RESIDENTIAL LOAN POLICY—ASSESSMENTS PRIORITY
ONE-TO-FOUR FAMILY

Addendum to Policy Number: \_\_\_\_\_\_\_[File Number: \_\_\_\_\_]

SCHEDULE B (Continued)

In addition to the matters set forth onin Schedule B of the policy to which this Addendum is attached, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) that arise by reason of the following:

#### ADDENDUM



# ADDENDUM ALTA SHORT FORM RESIDENTIAL LOAN POLICY—CURRENT VIOLATIONS ASSESSMENTS ONE-TO-FOUR FAMILY

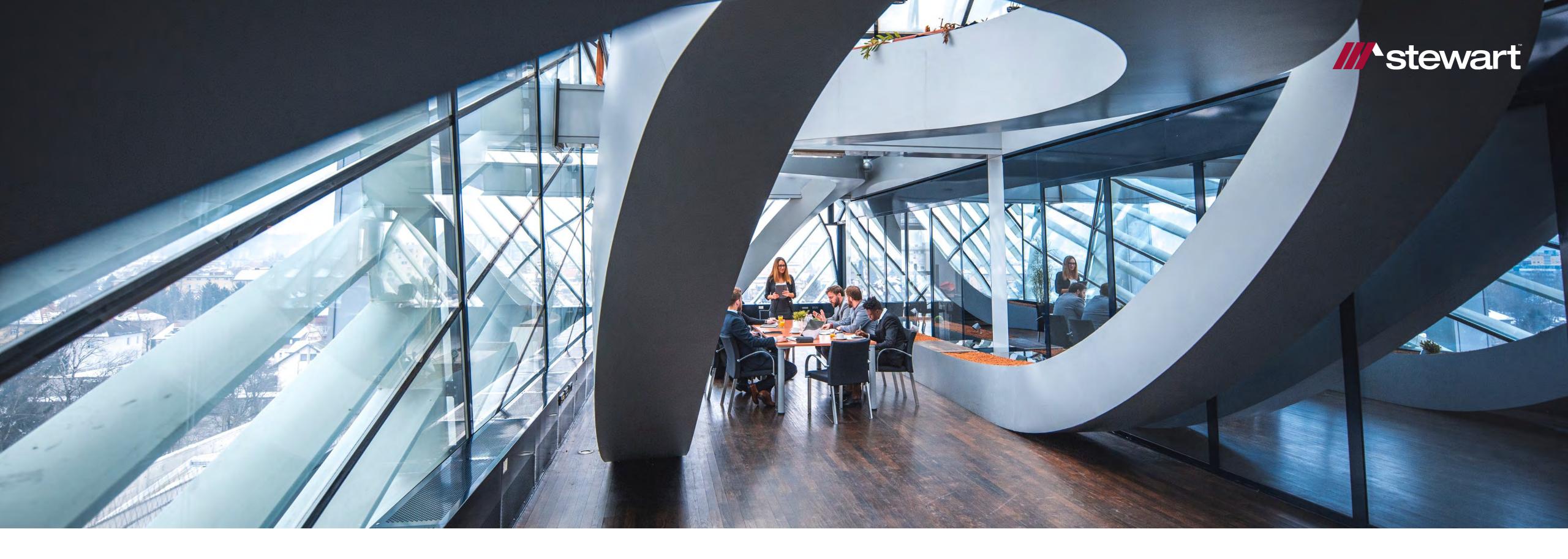
Addendum

Policy Number: Loan Number:

File Number:

(Continued)

In addition to the matters set forth onin Schedule B of this the policy to which this addendum Addendum is attached, this policy does not insure against loss or damage (and the company Company will not pay costs, attorneys' fees, or expenses) that arise by reason of the following:



# WHAT WILL CHANGE IN THE SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICIES?

#### INTRODUCTION



ALTA SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY—ASSESSMENTS PRIORITY

FOR ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY

Issued issued by BLANK TITLE INSURANCE COMPANY

ALTA SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY—CURRENT ASSESSMENTS
FOR ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY

Issued issued by BLANK TITLE INSURANCE COMPANY

#### TRANSACTION IDENTIFICATION DATA



[Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:

Issuing Agent:

Issuing Office:

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Issuing Office File Number:

Property Address:]

Name and Address of Title Insurance Company:



#### SCHEDULE A

Policy Number:	<del>Loan Number:</del>		
File Number:			
Policy Amount of Insurance: \$	[Premium: \$	1	
	-	,	
Mortgage Amount: \$\frac{1}{2}\$	Mortgage Date:		
Date of Policy:			
Property Address:			
<ol> <li>Name of Insured:</li> </ol>			
2 Name of Borrower(c):			
2. Name of Borrower(s):			
Street Address:			
<del>County and State:</del>			
<ol> <li>The estate or interest in the Land</li> </ol>	identified in Schedule A and	which is encumbered	by the Insured Mortgage
is fee simple and is, at the Date of	f Policy, vested in the Borro	 ower(s) <del>shown</del> identified	in the Insured Mortgage
and named above.		. ,	_
4. The Land referred to in this policy	is described as set forth in	the Insured Mortgage	
4. The Land referred to in this policy	is described as set fortil in	Title Ilisuled Mortgage	-
	/		
5. This policy consists of [one] page	e(s), Lincluding the reverse	side <del>-nereot</del> , <b>j</b> uniess a	an addendum is attached
and i <u>nd</u> icated below:			
—— Addendum attached			
[6. The following state State statutes	are made part of Schedule	B relating to the ALT/	N 8 1[-06] ∉Environmental
Protection Lien) endorsement:	-	_,	
i rotottori Lieri <del>,</del> eridorserrierit.	<b>_</b>		

# WITNESS CLAUSE & SIGNATURES



[Witness clause optional]

#### **BLANK TITLE INSURANCE COMPANY**

By:_	
	PRESIDENT
	[Authorized Signatory]
_	
By:_	
	SECRETARY
	[Authorized Signatory]

NOTE: Bracketed [ ] material optional



SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, [BLANK TITLE INSURANCE COMPANY], A [\_\_\_\_\_\_BLANK] CORPORATION, HEREIN CALLED (THE "COMPANY;"), HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS, AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION ("ALTA") EXPANDED COVERAGE RESIDENTIAL LOAN POLICY—ASSESSMENTS PRIORITY (04-02-1507-01-2021), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, [BLANK TITLE INSURANCE COMPANY], A [\_\_\_\_\_\_BLANK] CORPORATION, HEREIN CALLED (THE "COMPANY,"), HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS, AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION ("ALTA") EXPANDED COVERAGE RESIDENTIAL LOAN POLICY—CURRENT ASSESSMENTS (04-02-1507-01-2021), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.



#### SCHEDULE B

#### **EXCEPTIONS FROM COVERAGE**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

Except to the extent of the coverage provided in the endorsements listed afterin Covered Risk 28, this policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) which arise arising by reason of:

Those taxes and special assessments that become due or payable subsequent to the Date of Policy.
 (This Exception 1 does not modify or limit the coverage provided in Covered Risk 10.b.11(b) or 2425.)



2. Covenants, conditions, and restrictions, or limitations, if any, appearing in the Public Records, Exception 2 does not include any Discriminatory Covenant, but not including any covenant, condition, or restriction based on race, color, religion, sex, handicap, familial status, sexual orientation, or national origin, unless and only to the extent that said covenant is (a) exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to a handicap but does not discriminate against handicapped persons. (This Exception 2 does not modify or limit the coverage provided in Covered Risk 89, 910, 10.c. 11(c), or 1617.)

2. Covenants, conditions, and restrictions, or limitations, if any, appearing in the Public Records. Exception 2 does not include any Discriminatory Covenant., but not including any covenant, condition, or restriction based on race, color, religion, sex, handicap, familial status, sexual orientation, or national origin, unless and only to the extent that said covenant is (a) exempt under Chapter 42, Section 3607 of the United States Code, or (b) related to a handicap but does not discriminate against handicapped persons. (This Exception 2 does not modify or limit the coverage provided in Covered Risk 1617.)



- 3. Any easements or servitudes appearing in the Public Records. (This Exception 3 does not modify or limit the coverage provided in Covered Risk 2223 or 2324.)
- 4. Any lease, grant, exception, or reservation of minerals or mineral rights or other subsurface substances appearing in the Public Records. (This Exception 4 does not modify or limit the coverage provided in Covered Risk 1718.)

NOTICES, WHERE SENT: All notices required to be given the Company Any notice of claim and any other notice or statement in writing required to be furnished given to the Company shall include the number of under this policy and shall must be addressed given to the Company at: \_\_\_\_\_\_(fill in)\_\_\_\_\_.

#### ADDENDUM



# ADDENDUM ALTA SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY—ASSESSMENTS PRIORITY FOR ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY

Addendum

Policy Number: Loan Number:

File Number:

SCHEDULE B (Continued)

## ADDENDUM



#### ADDENDUM OANDED COVERACE DESIDENTIAL LOAN DOLLOY CIT

ALTA SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY—CURRENT ASSESSMENTS
FOR ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY

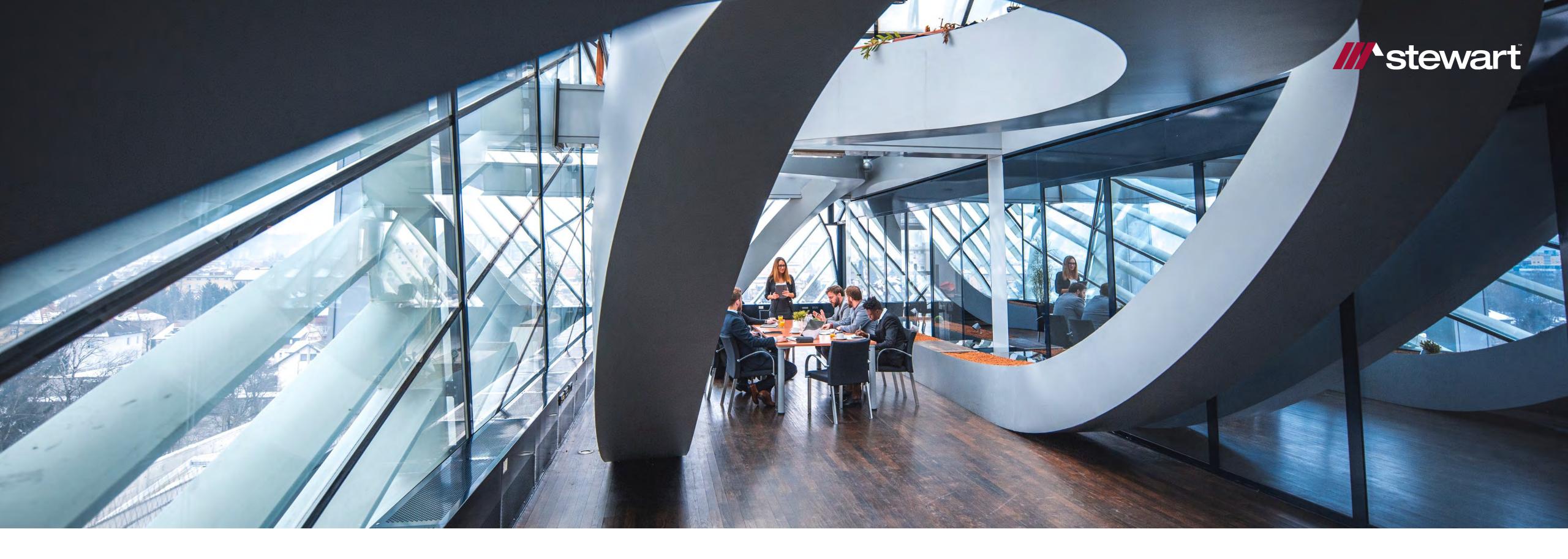
Addendum

Policy Number: Loan Number:

File Number:

SCHEDULE B (Continued)

In addition to the matters set forth <u>onin</u> Schedule B of <u>thisthe</u> policy to which this <u>addendum</u> <u>Addendum</u> is attached, this policy does not insure against loss or damage <u>and the Company will not pay costs, attorneys' fees, or expenses that arise</u> by reason of the following:



# 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 Expanded Coverage Residential Loan Policies
   ALTA Expanded Coverage Residential Loan Policy—Assessments Priority
   ALTA Expanded Coverage Residential Loan Policy—Current Assessments
- ALTA Commitment
- ALTA Short Form Commitment
- ALTA Closing Protection Letter—Single Transaction ALTA Closing Protection Letter—Multiple Transactions

#### OTHER ALTA FORMS IMPACTED



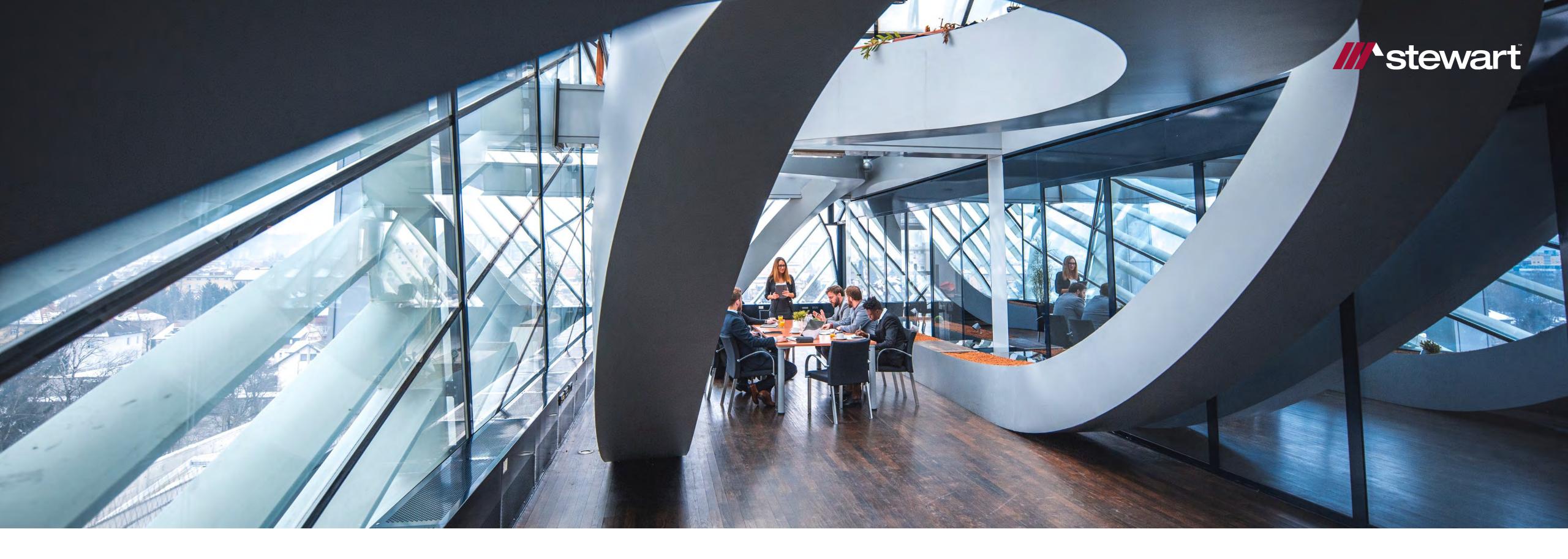
- ALTA 3[-06] Zoning
- ALTA 3.1[-06] Zoning—Completed Structures
- ALTA 3.2[-06] Zoning—Land Under Development
- ALTA 3.3[-06] Zoning—Completed Improvement—Non-Conforming Use
- ALTA 3.4[-06] Zoning—No Zoning Classification
- ALTA 4[-06] Condominium—Assessments Priority
- ALTA 4.1[-06] Condominium—Current Assessments
- ALTA 6[-06] Variable Rate Mortgage
- ALTA 6.2[-06] Variable Rate Mortgage—Negative Amortization
- ALTA 7.1[-06] Manufactured Housing—Conversion—Loan Policy
- ALTA 7.2[-06] Manufactured Housing—Conversion—Owner's Policy
- ALTA 8.1[-06] Environmental Protection Lien
- ALTA 10[-06] Assignment
- ALTA 10.1[-06] Assignment and Date Down
- ALTA 11[-06] Mortgage Modification
- ALTA 11.1[-06] Mortgage Modification with Subordination
- ALTA 11.2[-06] Mortgage Modification with Additional Amount of Insurance

#### OTHER ALTA FORMS IMPACTED



- ALTA 12[-06] Aggregation—Loan Policy
- ALTA 12.1[-06] Aggregation—State Limits—Loan Policy
- ALTA 14[-06] Future Advance—Priority
- ALTA 14.1[-06] Future Advance—Knowledge
- ALTA 14.2[-06] Future Advance—Letter of Credit
- ALTA 14.3[-06] Future Advance—Reverse Mortgage
- ALTA 26[-06] Subdivision
- ALTA 27[-06] Usury
- ALTA 28.1[-06] Encroachments—Boundaries and Easements
- ALTA 30[-06] Shared Appreciation Mortgage
- ALTA 30.1[-06] Commercial Participation Interest
- ALTA 32[-06] Construction Loan
- ALTA 32.1[-06] Construction Loan—Direct Payment
- ALTA 32.2[-06] Construction Loan—Insured's Direct Payment

#### Other Forms?



# HOW CAN YOU PREPARE?



## 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>



# QUESTIONS?