

DEEP DIVE SERIES:

2021 ALTA NEW & REVISED ENDORSEMENTS

June 2, 2021

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OVERVIEW

- **WHAT WILL CHANGE IN THE CURRENT ENDORSEMENTS?**
- **NEW ENDORSEMENTS**
- **OTHER ALTA FORMS IMPACTED**
- **HOW CAN YOU PREPARE?**



WHAT WILL CHANGE IN THE CURRENT
ENDORSEMENTS?

ALTA 3 Zoning

ALTA 3 ZONING ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number No. _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement, "Zoning Ordinance" means a zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
 - a. According to the Zoning Ordinance~~applicable zoning ordinances and amendments~~, the Land is not classified Zone _____;
 - b. The following use or uses are not allowed under that classification:
- ~~23.~~ There ~~is shall be~~ no liability under this endorsement based on:
 - a. The ~~L~~ack of compliance with any conditions, restrictions, or requirements contained in the Zoning Ordinance~~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 Section 3.a~~ does not modify or limit the coverage provided in Covered Risk 5.
 - b. The invalidity of the Zoning Ordinance~~zoning ordinances and amendments~~ until after a final decree of a State or federal court ~~of competent~~having jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses described in Section 2.b.
 - 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

ALTA 3.1 Zoning—Completed Structure

ALTA 3.1 ZONING—COMPLETED STRUCTURE ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number No. _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement, "Zoning Ordinance" means a zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.
- ~~2.~~ The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
a. A according to the Zoning Ordinance~~applicable zoning ordinances and amendments~~, the Land is not classified Zone _____;
b. I the following use or uses are not allowed under that classification:
c. There ~~shall be~~ is no liability under Section 2.b 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 Ordinance~~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.~~ Section 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 State or federal court ~~of competent~~ having jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in Section 2.b paragraph 1.b. or requiring the removal or alteration of the structure, because, at the Date of Policy, the Zoning Ordinance~~zoning ordinances and amendments~~ has~~have~~ been violated with respect to any of the following matters:
a. The a Area, width, or depth of the Land as a building site for the structure;
b. The f Floor space area of the structure;
c. A s Setback of the structure from the property lines of the Land;
d. The h Height of the structure; or
e. The n Number of parking spaces.
- ~~4.~~ There ~~is~~ shall be no liability under this endorsement based on:
a. I the invalidity of the Zoning Ordinance~~zoning ordinances and amendments~~ until after a final decree of a State or federal court ~~of competent~~ having jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses described in Section 2.b.
b. I 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 3.2 Zoning—Land Under Development

ALTA 3.2 ZONING—LAND UNDER DEVELOPMENT ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number 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 the 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.
 - c. "Zoning Ordinance": A zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
 - a. According to the Zoning Ordinance ~~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~~ is no liability under ~~paragraph Section~~ Section 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 Ordinance ~~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~~ Section 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 State or federal court ~~of competent~~ having jurisdiction either prohibiting the use of the Land, with any Improvement, as specified in ~~paragraph Section~~ Section 2.b. or requiring the removal or alteration of the Improvement, because at the Date of Policy ~~of a violation of the Zoning Ordinance zoning ordinances and amendments has been violated in effect at Date of Policy~~ with respect to any of the following matters:
 - a. The a Area, width, or depth of the Land as a building site for the Improvement;
 - b. The f Floor space area of the Improvement;
 - c. A s Setback of the Improvement from the property lines of the Land;
 - d. The h Height of the Improvement; or
 - e. The n Number of parking spaces.
4. There ~~is~~ shall be no liability under this endorsement based on:
 - a. The invalidity of the Zoning Ordinance ~~zoning ordinances and amendments~~ until after a final decree of a State or federal court ~~of competent~~ having jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses described in Section 2.b.;
 - 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 3.3 Zoning—Completed Improvement—Non-Conforming Use

ALTA 3.3~~06~~ ZONING—COMPLETED IMPROVEMENT—NON-CONFORMING USE ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement:
 - a. "Improvement": A building located on the Land at the Date of Policy.
 - b. "Non-Conforming Use": The use of the Land described in Section 2.a. existing at the Date of Policy and before the Zoning Ordinance was enacted, although the use is not authorized in the Zoning Ordinance.
 - c. "Zoning Ordinance": A ~~municipal or county~~ zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured resulting from:
 - a. The following Non-Conforming Use not being allowed by the ~~municipality or county~~ governing political subdivision of the State because the Non-Conforming Use violates ~~the~~ a Zoning Ordinance:
[DRAFTING INSTRUCTION: Describe the existing Non-Conforming Use]
 - b. A final decree of a State or federal court ~~of competent~~ having jurisdiction either prohibiting the Non-Conforming Use or requiring the removal or alteration of the Improvement because, at the Date of Policy, the Non-Conforming Use violates ~~the~~ a Zoning Ordinance with respect to any of the following matters:
 - i. The area, width, or depth of the Land as a building site for the Improvement;
 - ii. The floor space area of the Improvement;
 - iii. A setback of the Improvement from the property lines of the Land;
 - iv. The height of the Improvement; or
 - v. The number of parking spaces.
3. Section 2 does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from:
 - a. The lack of compliance with any condition, restriction, or requirement contained in ~~the~~ a Zoning Ordinance regarding the continuation or maintenance of the Non-Conforming Use;
 - b. The failure to secure necessary consents or authorizations as a condition for continuing the Non-Conforming Use;
 - c. The invalidity of ~~a~~ the Zoning Ordinance, the effect of which is to prohibit the Non-Conforming Use;
 - d. Any change, cessation, abandonment, or replacement of the Non-Conforming Use or an Improvement;
 - e. A prohibition to restore an Improvement;
 - f. The violation of or the lack of compliance with any law, order, or regulation regarding the continuation or maintenance of the Non-Conforming Use or an Improvement;
 - g. Any law, order, or regulation requiring the amortization, expiration, or elimination by passage of time of the Non-Conforming Use; or
 - h. Any refusal to purchase, lease, or lend money on the Title.

This endorsement is issued as part of the policy. Except as this endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, (iv) insure against loss or damage exceeding the Amount of Insurance, or (v) increase the Amount of Insurance. To the extent a provision of the policy or any prior 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 any prior endorsement.

[Witness clause ~~optional~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 3.4 Zoning—No Zoning Classification

ALTA 3.4~~[-06]~~ ZONING—NO ZONING CLASSIFICATION ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement:
 - a. "Improvement": A building or structure located on the Land at the Date of Policy.
 - b. "Zoning Ordinance": A ~~municipal or county~~ zoning ordinance or zoning regulation of a county or municipality of the State that is in effect and applicable to the Land at the Date of Policy.

2. The Company insures against loss or damage sustained by the Insured resulting from:
 - a. The following use not being allowed by the county or municipality ~~or county~~ of the State because the use violates ~~the~~ Zoning Ordinance:
[DRAFTING INSTRUCTION: Describe the existing use]
 - b. A final decree of a State or federal court ~~having of competent~~ jurisdiction either prohibiting the use or requiring the removal or alteration of the Improvement because, at the Date of Policy, the use violates ~~the~~ Zoning Ordinance with respect to any of the following matters:
 - i. The area, width, or depth of the Land as a building site for the Improvement;
 - ii. The floor space area of the Improvement;
 - iii. A setback of the Improvement from the property lines of the Land;
 - iv. The height of the Improvement; or
 - v. The number of parking spaces.

3. Section 2 does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from:
 - a. Any other regulation or restriction of use or activity on the Land:
 - i. Imposed by a covenant, condition, restriction, or limitation on the Title; or
 - ii. Imposed by a state or federal law, statute, code, enactment, ordinance, permit, regulation, rule, order, or court decision;
 - b. Any refusal to purchase, lease, or lend money on the Title; or
 - c. Any zoning ordinance or zoning regulation adopted after the Date of Policy.

This endorsement is issued as part of the policy. Except as this endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, (iv) insure against loss or damage exceeding the Amount of Insurance, or (v) increase the Amount of Insurance. To the extent a provision of the policy or any prior 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 any prior endorsement.

[Witness clause ~~optional~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 4 Condominium—Assessments Priority

ALTA 4 CONDOMINIUM—ASSESSMENTS PRIORITY ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number 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~~ State in which the unit and its common elements are located.
2. The failure of the documents required by the State 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~~ Section 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 the Date of Policy and is not excepted in Schedule B.
4. The priority of any lien for charges and assessments provided for in the State condominium statutes and condominium documents at the 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 the Date of Policy because of any present encroachments or because of any future unintentional encroachments s 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 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.

[Witness clause ~~optional~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 4.1 Condominium—Current Assessments

ALTA 4.1 CONDOMINIUM—CURRENT ASSESSMENTS ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number 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~~ State in which the unit and its common elements are located.
2. The failure of the documents required by the State 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~~ Section 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 the Date of Policy and is not excepted in Schedule B.
4. Any charges or assessments provided for in the State condominium statutes and condominium documents due and unpaid at the 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 the Date of Policy because of any present encroachments or because of any future unintentional encroachments s 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 s to purchase the unit and its common elements ~~which~~ that was exercised or could have been exercised at 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.

[Witness clause ~~optional~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 6 Variable Rate Mortgage

ALTA 6 VARIABLE RATE MORTGAGE ENDORSEMENT

~~Attached to~~

This endorsement is issued as part of

Policy ~~No.~~ Number _____

issued by

BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement, "Changes in the Rate of Interest" mean those adjustments in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage or the loan documents secured by the Insured Mortgage at the 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 resulting from ~~its provisions that provide for changes~~ Changes in the ~~rate~~ Rate of ~~interest~~ Interest.
 - b. the 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 or the loan documents secured by the Insured Mortgage, which loss of priority ~~is caused by the changes~~ results from Changes in the ~~rate~~ Rate of ~~interest~~ 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.~~
3. This endorsement does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses, based upon:
~~usury, or any consumer credit protection law or truth in lending law~~ Consumer Protection 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 6.2 Variable Rate Mortgage—Negative Amortization

ALTA 6.2 VARIABLE RATE MORTGAGE—NEGATIVE AMORTIZATION ENDORSEMENT

~~Attached to~~

This endorsement is issued as part of

Policy ~~No. Number~~ _____

issued by

BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement, "Changes in the Rate of Interest" mean those adjustments in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage or the loan documents secured by the Insured Mortgage at the 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 resulting from ~~its provisions that provide for (a);~~
 - i. Changes in the Rate of Interest;
 - ii. interest on interest, ~~(b) changes in the rate of interest, or (c);~~ or
 - iii. the addition of unpaid interest to the principal balance of the loan.
 - b. the 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 together with~~ interest as changed in accordance with the provisions of the Insured Mortgage or the loan documents secured by the Insured Mortgage, interest on interest, or any unpaid interest which was added to the principal balance 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~~ results from ~~the addition of unpaid interest;~~
 - i. Changes in the ~~rate~~ Rate of Interest;
 - ii. interest", ~~as used in this endorsement shall mean only those changes in the rate of~~ on interest ~~calculated pursuant~~ or
 - iii. the addition of unpaid interest to the ~~formula provided in~~ principal balance of the loan ~~documents secured by the Insured Mortgage at Date of Policy.~~
3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, based upon ~~usury, or any consumer credit protection or truth in lending~~ law or Consumer Protection 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 7.1 Manufactured Housing—Conversion—Loan Policy

ALTA 7.1 MANUFACTURED HOUSING—CONVERSION—LOAN POLICY ENDORSEMENT

This endorsement is issued as part of~~Attached to~~
Policy ~~Number~~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 the Date of Policy.
2. Unless excepted in Schedule B, the Company insures against loss or damage sustained by the Insured if, at the 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~~State where the ~~Land~~land described in Schedule A is located.
 - c. The owner of the land described in Schedule A 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~~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~~Title.
 - 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 7.2 Manufactured Housing—Conversion—Owner's Policy

ALTA 7.2 MANUFACTURED HOUSING—CONVERSION—OWNER'S POLICY ENDORSEMENT

This endorsement is issued as part of~~Attached to~~
Policy Number~~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 the Date of Policy.
2. Unless excepted in Schedule B, the Company insures against loss or damage~~;~~ sustained by the Insured if, at the 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~~state~~ where the land~~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~~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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 8.1 Environmental Protection Lien

ALTA 8.1 ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

This endorsement is issued as part of~~Attached to~~
Policy ~~Number~~No. _____
~~issued by~~
BLANK TITLE INSURANCE COMPANY

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

2. 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 the Date of Policy, is recorded in those records established under Sstate statutes at the 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~~State statute in effect at the Date of Policy, except environmental protection liens provided by the following State~~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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 10 Assignment

ALTA 10 ASSIGNMENT ENDORSEMENT

~~Attached to~~ This endorsement is issued as part of
Policy ~~No.~~ Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The name of the Insured at the 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 the Date of Endorsement in the Public Records other than those shown in the policy or a prior endorsement, except: _____.
3. 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 the assignment being a:
 - ~~1. the assignment being deemed~~
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act, or
 - ~~2. the assignment being deemed a~~
 - c. -preferential transfer.
4. This endorsement shall be effective provided that, at the Date of Endorsement, (a) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee, or (b) 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]

ALTA 10.1 Assignment and Date Down

ALTA 10.1 ASSIGNMENT AND DATE DOWN ENDORSEMENT

~~Attached to~~ This endorsement is issued as part of
Policy ~~No.~~ Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The name of the Insured at the 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 affecting the Title that are due and payable on the 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 the Date of Policy in the Public Records and on or prior to the 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: _____.
3. 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 the assignment being a:
~~_____ the assignment being deemed~~
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - ~~2. _____ the assignment being deemed a~~
 - c. preferential transfer.
4. This endorsement shall be effective provided that, at Date of Endorsement, (a) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee, or, (b) 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]

ALTA 11 Mortgage Modification

ALTA 11 MORTGAGE MODIFICATION ENDORSEMENT

~~Attached to~~ This endorsement is issued as part of

Policy ~~No.~~ Number _____

issued by

BLANK TITLE INSURANCE COMPANY

1. 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 upon the Title at the Date of Endorsement as a result of the agreement dated _____, recorded _____ ("Modification"); and
 - b. The lack of priority of the lien of the Insured Mortgage, at the 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]*

2. 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 the Modification being a:
 - ~~1. the Modification being deemed~~
 - a. fraudulent conveyance or fraudulent transfer; ~~or~~
 - ~~2. the Modification being deemed a preferential~~
 - b. voidable transfer ~~except where~~ under the Uniform Voidable Transactions Act; or
 - c. preferential transfer to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason unless the preferential transfer results solely from the failure:
 - i. to timely record the ~~instrument~~ Modification in the Public Records after execution and delivery of ~~transfer~~ the Modification to the Insured; or
 - ii. of ~~such recordation~~ the recording of the Modification in the Public Records 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.

Date of Endorsement:

[Witness clause ~~optional~~]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 11.1 Mortgage Modification with Subordination

ALTA 11.1 MORTGAGE MODIFICATION WITH SUBORDINATION ENDORSEMENT

~~Attached to~~ This endorsement is issued as part of
Policy ~~No. Number~~ _____
issued by
BLANK TITLE INSURANCE COMPANY

1. 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 upon the Title at the Date of Endorsement as a result of the agreement dated _____, recorded _____ ("Modification"); and
 - b. The lack of priority of the lien of the Insured Mortgage, at the 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]*
 - c. The following matters not being subordinate to the lien of the Insured Mortgage: ~~=[Specify subordinate matters, if any]~~

2. 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 the Modification being a:
 - ~~1. the Modification being deemed~~
 - a. fraudulent conveyance or fraudulent transfer; ~~or~~
 - ~~2. the Modification being deemed a preferential~~
 - b. voidable transfer ~~except where~~ under the Uniform Voidable Transactions Act; or
 - c. preferential transfer to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason, unless the preferential transfer results solely from the failure:
 - i. to timely record the ~~instrument~~ Modification in the Public Records after execution and delivery of ~~transfer~~ the Modification to the Insured; or
 - ii. of ~~such recording~~ the recording of the Modification in the Public Records 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.

Date of Endorsement:

[Witness clause ~~optional~~]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 11.2 Mortgage Modification with Addition Amount of Insurance

ALTA 11.2 MORTGAGE MODIFICATION WITH ADDITIONAL AMOUNT OF INSURANCE ENDORSEMENT

~~Attached to~~ This endorsement is issued as part of
Policy ~~No. Number~~ _____
~~Issued~~ 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 the 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 the Modification being a:
 - a. ~~the Modification being deemed a~~ fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - ~~b. the Modification being deemed a~~
 - c. preferential transfer ~~except where~~ to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason unless the preferential transfer results solely from the failure:
 - i. to timely record the ~~instrument~~ Modification in the Public Records after execution and delivery of ~~transfer~~ the Modification to the Insured; or
 - ii. of ~~such recordation~~ the recording of the Modification in the Public Records to impart notice of its existence 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]

ALTA 12 Aggregation—Loan Policy

ALTA 12 AGGREGATION—LOAN POLICY ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number No. _____
issued by
BLANK TITLE INSURANCE COMPANY

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

<u>POLICY NUMBER:</u>	<u>STATE:</u>	<u>AMOUNT OF INSURANCE:</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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. Subject to the limits in Section 4 of this endorsement, the Aggregate Amount of Insurance under ~~these policies~~ this policy is \$ _____.

4. ~~Section 7(a)(i) of the Conditions of this policy is amended~~ Condition 7.a. is restated in its entirety 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~~ has the following additional options:

~~(a.)~~ (i.) ~~To pay or tender payment of up to 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. In addition, the Company will pay together with any costs, 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

ii. To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

ALTA 12 Aggregation—Loan Policy

5. ~~Section 8(a) and 8(b) of the Conditions of this policy are amended~~ Condition 8 is restated in its entirety to read:

8. CONTRACT OF INDEMNITY: DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by ~~the an~~ Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

~~(a.)~~ The extent of liability of the Company for loss or damage under this policy ~~shall~~ does not exceed the least of:

~~(i.)~~ the Aggregate Amount of Insurance;

~~(ii.)~~ the Indebtedness;

~~(iii.)~~ the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the ~~risk~~ matter insured against by this policy; or

~~(iv.)~~ if a Government Mortgage Agency or Instrumentality ~~government agency or instrumentality~~ is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage..

b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:

i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or

ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.

~~(b)c.~~ If the Company pursues its rights under ~~Section 5 of these Conditions~~ Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured, the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii. 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.

d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

ALTA 12 Aggregation—Loan Policy

6. ~~Section 10 of the Conditions of this policy is amended~~ Condition 10 is restated in its entirety to read:

10. REDUCTION ~~OF INSURANCE; REDUCTION~~ OR TERMINATION OF ~~LIABILITY~~ INSURANCE

- (a.) 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. ~~(b.)~~ However, any payments made by the Company prior to the acquisition of the Title as provided in ~~Section 2 of these Conditions~~ Condition 2 ~~shall~~ does not reduce the Aggregate Amount of Insurance afforded under this endorsement, except to the extent that the payments ~~reduces~~ reduces the Indebtedness.
- b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Aggregate Amount of Insurance.
- (c.) The voluntary satisfaction or release of the Insured Mortgage ~~shall terminate~~ terminates all liability of the Company under this policy, except as provided in ~~Section 2 of these Conditions~~ Condition 2, 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.

[Witness clause ~~optional~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 12.1 Aggregation—State Limits—Loan Policy

ALTA 12.1 AGGREGATION—STATE LIMITS—LOAN POLICY ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number No. _____
issued by
BLANK TITLE INSURANCE COMPANY

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

<u>POLICY NUMBER:</u>	<u>STATE:</u>	<u>AMOUNT OF INSURANCE:</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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. Subject to the limits in Section 4 of this endorsement, ~~the~~ Aggregate Amount of Insurance under this policy is either:

- a. \$ _____; 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:

<u>STATE:</u>	<u>AGGREGATE AMOUNT OF INSURANCE:</u>
_____	\$ _____
_____	\$ _____

4. ~~Section 7(a)(i) of the Conditions of this policy is amended~~ Condition 7.a. is restated in its entirety 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~~ has the following additional options:

~~(a.)~~ To pay or tender payment of up to 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 In addition, the Company will pay, together with any costs, 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

ii. To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay.

If the Company purchases the Indebtedness, the Insured must transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

ALTA 12.1 Aggregation—State Limits—Loan Policy

5. Condition 8 is restated in its entirety~~Section 8(a) and 8(b) of the Conditions of this policy are amended~~ to read:

8. CONTRACT OF INDEMNITY: DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by ~~the~~an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

~~(a.)~~ The extent of liability of the Company for loss or damage under this policy ~~shall~~does 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 fair market value of the Title, as insured, and the fair market value of the Title subject to the ~~risk~~matter insured against by this policy; or

~~(iv.)~~ if a Government Mortgage Agency or Instrumentality~~government agency or instrumentality~~ is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Insured Mortgage.

b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:

i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Insured Mortgage; or

ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter insured against by this policy.

~~(b)c.~~ If the Company pursues its rights under ~~Section 5 of these Conditions~~Condition 5.b. and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured, the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.iii. ~~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.~~

d. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.c., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

ALTA 12.1 Aggregation—State Limits—Loan Policy

6. ~~Section 10 of the Conditions of this policy is amended~~ Condition 10 is restated in its entirety to read:

10. REDUCTION ~~OF INSURANCE; REDUCTION~~ OR TERMINATION OF ~~LIABILITY~~ INSURANCE

- ~~(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. However, any payment made by the Company prior to the acquisition of the Title as provided in Condition 2 does not reduce the Aggregate Amount of Insurance afforded under this endorsement, except to the extent that the payment reduces the Indebtedness.
- ~~(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~~ does not reduce the Aggregate Amount of Insurance in Section 3.b. of this endorsement until 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 Aggregate Amount of Insurance afforded under this endorsement except to the extent that the payments reduce the Indebtedness.~~
- c. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Aggregate Amount of Insurance.
- ~~(d.)~~ The voluntary satisfaction or release of the Insured Mortgage ~~shall terminate~~ terminates all liability of the Company under this policy, except as provided in ~~Section 2 of these Conditions~~ Condition 2, 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.

[Witness clause ~~optional~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 14 Future Advance—Priority

ALTA 14 FUTURE ADVANCE—PRIORITY ENDORSEMENT

This endorsement is issued as part of ~~Attached to~~

Policy ~~Number~~ ~~No.~~ _____

issued by

BLANK TITLE INSURANCE COMPANY

1. The insurance for Advances added by Sections ~~23~~ and ~~34~~ of this endorsement is subject to the exclusions in Section ~~45~~ of this endorsement and the Exclusions from Coverage in the ~~Policy~~, (except Exclusion ~~3(d)3.d.~~), ~~the provisions of~~ the Conditions, and the exceptions from coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
 - ~~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.~~
 - ~~ba.~~ ~~“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.
 - ~~b.~~ ~~“Agreement”: The note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.~~
 - 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 the Date of Policy.
- ~~32.~~ 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~~ State law of the ~~state~~ State in which the Land is located to secure Advances.
- ~~43.~~ The Company ~~also~~ further 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 of the Indebtedness.
 - b. The ~~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 principal of the Indebtedness resulting from the addition of unpaid interest.

ALTA 14 Future Advance—Priority

- 54.** 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 the 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)~~ i ~~actual~~ knowledge of the Insured that a federal tax lien was filed against the mortgagor, or
 - ~~(ii)~~ 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. Any Usury law; or ~~any consumer credit protection or truth-in-lending law~~ Consumer Protection Law; ; or
 - f. Any mechanic's or materialmen's lien ;.

65. 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 14.1 Future Advance—Knowledge

ALTA 14.1 FUTURE ADVANCE—KNOWLEDGE ENDORSEMENT

This endorsement is issued as part of ~~Attached to~~
Policy Number ~~No.~~ _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance for Advances added by Sections ~~23~~ and ~~34~~ of this endorsement is subject to the exclusions in Section ~~45~~ of this endorsement and the Exclusions from Coverage in the ~~Policy~~, (except Exclusion ~~3(d)3.d~~), ~~the provisions of~~ the Conditions, and the exceptions from coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
 - ~~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.~~
 - ~~ba. "Advance," as used in this endorsement, shall mean e~~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.
 - ~~b. "Agreement": The note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.~~
 - 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 the Date of Policy.
- ~~32.~~ 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)~~ i. re-Advances and repayments of Indebtedness,
 - ~~(ii)~~ ii. earlier periods of no indebtedness owing during the term of the Insured Mortgage, or
 - ~~(iii)~~ iii. the Insured Mortgage not complying with the requirements of ~~state~~ State law of the ~~state~~ State in which the Land is located to secure Advances.
- ~~43.~~ The Company ~~also~~ further 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)~~ i. interest on interest,
 - ~~(ii)~~ ii. ~~C~~changes in the ~~Rate of Interest~~, or
 - ~~(iii)~~ iii. the addition of unpaid interest to the principal of the Indebtedness.
 - b. ~~The~~ 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)~~ i. ~~C~~Changes in the ~~Rate of Interest~~,
 - ~~(ii)~~ ii. interest on interest, or
 - ~~(iii)~~ iii. increases in the principal of the Indebtedness resulting from the addition of unpaid interest.

ALTA 14.1 Future Advance—Knowledge

- 54.** 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 the 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. 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 the Date of Policy and the Advance, as to the intervening lien, encumbrance, or other matter~~;~~ or
 - f. ~~Any usury law,~~ or ~~any consumer credit protection or truth-in-lending law~~ Consumer Protection Law~~;~~ or
 - g. Any mechanic's or materialmen's lien~~;~~.

65. 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
 [Authorized Signatory]

ALTA 14.2 Future Advance—Letter of Credit

ALTA 14.2 FUTURE ADVANCE—LETTER OF CREDIT ENDORSEMENT

~~Attached to~~ This endorsement is issued as part of
Policy ~~Number No.~~ _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance for Advances added by Section ~~32~~ of this endorsement is subject to the exclusions in Section ~~43~~ of this endorsement and the Exclusions from Coverage in the ~~p~~Policy, ~~(except Exclusion 3(d)3.d.), the provisions of~~ the Conditions, and the exceptions from coverage contained in Schedule B.

2. The following terms when used in this endorsement mean:

~~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.~~

~~ba.~~ "Advance": ~~as used in this endorsement, shall mean e~~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.

~~b.~~ "Agreement": The letter of credit and its reimbursement agreement, the repayment of Advances under which is secured by the Insured Mortgage.

~~32.~~ 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 ~~less~~ 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~~ State law of the ~~state~~ State in which the Land is located to secure Advances.

~~43.~~ 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 the Date of Policy; ~~or~~

b. Any federal or state environmental protection lien; or

c. The ~~the~~ 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; or

~~54.~~ 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

ALTA 14.3 Future Advance—Reverse Mortgage

ALTA 14.3 FUTURE ADVANCE—REVERSE MORTGAGE ENDORSEMENT

This endorsement is issued as part of ~~Attached to~~
Policy Number No. _____
~~Issued by~~
BLANK TITLE INSURANCE COMPANY

1. The insurance for Advances added by Sections ~~32~~ and ~~43~~ of this endorsement is subject to the exclusions in Section ~~54~~ of this endorsement and the Exclusions from Coverage in the Policy, (except Exclusion ~~3(d)3.d.~~, ~~the provisions of~~ the Conditions, and the exceptions from coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
 - ~~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.~~
 - ~~ba. "Advance," as used in this endorsement, shall mean e~~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.
 - ~~b. "Agreement": The note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.~~
 - ~~c. "Changes in the Rate of Interest," as used in this endorsement, shall mean e~~Only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the Agreement at the Date of Policy.
- ~~32.~~ 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)~~ i. re-Advances and repayments of Indebtedness,
 - ~~(ii)~~ ii. earlier periods of no indebtedness owing during the term of the Insured Mortgage, ~~or~~
 - ~~(iii)~~ iii. the Insured Mortgage not complying with the requirements of ~~state~~ State law of the ~~state~~ State in which the Land is located to secure Advances,
 - ~~(iv)~~ iv. failure of the Insured Mortgage to state the term for Advances, or
 - ~~(v)~~ v. failure of the Insured Mortgage to state the maximum amount secured by the Insured Mortgage.
 - 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 the Date of Policy.
- ~~43.~~ The Company ~~also further~~ 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)~~ i. interest on interest,
 - ~~(ii)~~ ii. ~~e~~Changes in the ~~R~~Rate of ~~I~~Interest, or
 - ~~(iii)~~ iii. the addition of unpaid interest to the principal ~~portion~~ of the Indebtedness.
 - b. The ~~L~~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)~~ i. ~~e~~Changes in the ~~R~~Rate of ~~I~~Interest,
 - ~~(ii)~~ ii. interest on interest, or
 - ~~(iii)~~ iii. increases in the principal of the Indebtedness resulting from the addition of unpaid interest.

~~"Interest," as used in this paragraph 3~~ Section 4, "interest" shall includes lawful interest based on appreciated value.

ALTA 14.3 Future Advance—Reverse Mortgage

- 54.** 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 the 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)~~ i ~~actual~~ knowledge of the Insured that a federal tax lien was filed against the mortgagor, or
 - ~~(ii)~~ 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. Any ~~U~~rsury law; or ~~any consumer credit protection or truth-in-lending law~~ Consumer Protection Law~~]; or]~~
 - f. Any mechanic's or materialmen's lien~~].~~

65. 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 26 Subdivision

ALTA 26 SUBDIVISION ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number 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 State subdivision statutes and ~~the local~~ subdivision ordinances of the county or municipality of the State 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 27 Usury

ALTA 27 USURY ENDORSEMENT

This endorsement is issued as part of~~Attached to~~

Policy Number~~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~~ 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____

[Authorized Signatory]

ALTA 28.1 Encroachments—Boundaries and Easements

ALTA 28.1 ENCROACHMENTS—BOUNDARIES AND EASEMENTS ENDORSEMENT

This endorsement is issued as part of~~Attached to~~
Policy ~~Number~~ 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 the 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 the 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. Sections 3.c. and 3.d. of this~~This~~ endorsement does ~~not~~ insure against loss or damage ~~(and the Company will not pay costs, attorneys' fees, or expenses)~~ resulting from the following encroachments listed as~~Exceptions~~ _____, if any, listed in~~of~~ Schedule B: _____
(The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3.c. or Section 3.d. The Company may insert "None" if it does not intend to limit the 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 30 One-to-Four Family Shared Appreciation Mortgage

ALTA 30 ONE-TO-FOUR FAMILY SHARED APPRECIATION MORTGAGE ENDORSEMENT

This endorsement is issued as part of~~Attached to~~
Policy ~~Number~~No. _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance afforded by this endorsement is only effective if the Land is a one to four family residence.
2. 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.
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 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.
4. Nothing contained in this endorsement shall be construed as insuring against loss or damage sustained or incurred by reason of:
 - ~~(a.)~~ ~~Usury law~~;
 - ~~(b.)~~ any ~~consumer credit protection or truth in lending law~~ Consumer Protection 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~~ 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 30.1 Commercial Participation Interest

ALTA 30.1 COMMERCIAL PARTICIPATION INTEREST ENDORSEMENT

~~Attached to~~

This endorsement is issued as part of

Policy ~~No.~~ Number _____

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 the 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 the 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 the 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 law; unconscionability; or any ~~consumer credit protection or truth-in-lending law~~; Consumer Protection 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 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.

[Witness clause ~~optional~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 32 Construction Loan

ALTA 32 CONSTRUCTION LOAN ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number 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. "Construction Loan Advance": An advance that constitutes indebtedness made on or before the Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
 - ~~ab. "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 a~~ Any statutory lien or claim of lien under State law, 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 the 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~~ lien or claim of lien arising from services, labor, material, or equipment:
 - a. Furnished after the 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 the 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 32.1 Construction Loan—Direct Payment

ALTA 32.1 CONSTRUCTION LOAN—DIRECT PAYMENT ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy Number 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. "Construction Loan Advance:" An advance that constitutes Indebtedness made on or before the Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
 - ~~ab.~~ "Date of Coverage": ~~is~~ [_____] ~~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 a~~ any statutory lien or claim of lien under State law, 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~~ lien or claim of lien arising from services, labor, material, or equipment:
 - a. ~~F~~urnished after the Date of Coverage; or
 - b. Ito 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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 32.2 Construction Loan—Insured's Direct Payment

ALTA 32.2 CONSTRUCTION LOAN—INSURED'S DIRECT PAYMENT ENDORSEMENT

This endorsement is issued as part of
~~Attached to~~ Policy ~~Number~~ 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. "Construction Loan Advance": An advance that constitutes indebtedness made on or before the Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
 - ~~b. "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 a~~ any statutory lien or claim of lien under State law, 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 the 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~~ lien or claim of lien arising from services, labor, materials, or equipment:
 - a. Furnished after the Date of Coverage; or
 - b. To the extent that the Mechanic's Lien claimant was not directly paid by the Insured or on the Insured's behalf.

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~~]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]



NEW ENDORSEMENTS



ALTA 34.1 Identified Exception & Identified Risk Coverage

ALTA 34.1 IDENTIFIED EXCEPTION & IDENTIFIED RISK COVERAGE ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement, the following terms mean:
 - a. "Identified Exception": Exception _____ of Schedule B.
 - b. "Identified Risk": The consequences specified below that may result from the exercise or enforcement of the matter described in the Identified Exception:
 - i. _____
 - ii. _____ . . .]

(DRAFTING INSTRUCTION: Insert the specific consequences potentially arising out of the Identified Exception (e.g., enforcement of a specific covenant in a set of covenants described in the Identified Exception or foreclosure of a lien described in the Identified Exception) against which you intend to insure)
2. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. the exercise or enforcement of an Identified Risk specified in Section 1.b. by an adverse party; or
 - b. the release of a prospective purchaser or lessee of the Title or a lender on the Title from the obligation to purchase, lease, or lend as a result of the Identified Risk arising out of the Identified Exception, 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 will insure over the Identified Risk with the same coverage as in this endorsement.
3. This endorsement does not obligate the Company to establish the Title free of the Identified Exception or to eliminate the Identified Risk. The Company does not assume any liability for loss or damage arising out of the Identified Exception other than the Identified Risk. If the Company establishes the Title free of the Identified Risk, Condition 9.a. of the policy 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]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 47 Operative Law—2006 Owner's Policy

ALTA 47 OPERATIVE LAW—2006 OWNER'S POLICY ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The following definitions are added to Condition 1:
 - (l) "State" and "state": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The terms "State" and "state" also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - (m) "Tribe": Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.

2. Condition 17 is deleted and replaced with the following:
 17. CHOICE OF LAW; FORUM
 - (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State.
Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
 - (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

3. The following is added as an Exclusion from Coverage:
 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]

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]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 47.1 Operative Law—2006 Loan Policy

ALTA 47.1 OPERATIVE LAW—2006 LOAN POLICY ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The following definitions are added to Condition 1:
 - (n) "State" and "state": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The terms "State" and "state" also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - (o) "Tribe": Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.

2. Condition 16 is deleted and replaced with the following:
 16. CHOICE OF LAW; FORUM
 - (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State.
Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
 - (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

3. The following [are][is] added as[an] Exclusion[s] from Coverage:
 8. [Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]
 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to 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.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 47.2 Operative Law—2013 Homeowner's Policy

ALTA 47.2 OPERATIVE LAW—2013 HOMEOWNER'S POLICY ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The following definitions are added to Condition 1:
 - (m) "State" and "state": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The terms "State" and "state" also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - (n) "Tribe": Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.

2. Condition 12 is deleted and replaced with the following:
 12. CHOICE OF LAW; FORUM
The law of the State, or to the extent it controls, federal law, shall apply to this policy. A court or arbitrator shall not apply conflict of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe. Any litigation or other proceeding brought by You against Us must be filed only in a State court or United States federal court having appropriate jurisdiction.

- [3.** The following is added as an Exclusion:
 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]

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]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA 47.3 Operative Law—2015 Expanded Coverage Residential Loan Policy

ALTA 47.3 OPERATIVE LAW—2015 EXPANDED COVERAGE RESIDENTIAL LOAN POLICY— [ASSESSMENTS PRIORITY][CURRENT ASSESSMENTS] ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The following definitions are added to Condition 1:
 - (o) "State" and "state": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The terms "State" and "state" also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - (p) "Tribe": Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.

2. Condition 16 is deleted and replaced with the following:
 16. CHOICE OF LAW; FORUM
 - (a) Choice of Law.

The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State. Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
 - (b) Choice of Forum.

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

3. The following [are][is] added as[an] Exclusion[s] from Coverage:
 12. [Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]
 - [13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to 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.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

ALTA Operative Law Addendum—2012 Short Form Residential Loan Policy

ADDENDUM 2012 SHORT FORM RESIDENTIAL LOAN POLICY ONE-TO-FOUR FAMILY

Policy Number:

Loan Number:

[File Number:]

1. The following definitions are added to Condition 1:
 - (n) "State" and "state": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The terms "State" and "state" also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - (o) "Tribe": Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.

2. Condition 16 is deleted and replaced with the following:
 16. CHOICE OF LAW; FORUM
 - (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State.
Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
 - (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

- [3.** The following **[are][is]** added as **[an] Exclusion[s]** from Coverage:
 8. **[Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]**
 - [9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.]]**

SCHEDULE B (Continued)

In addition to the matters set forth on Schedule B of this 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:

ALTA Operative Law Addendum—2015 Short Form Residential Loan Policy— Current Violations

ADDENDUM 2015 SHORT FORM RESIDENTIAL LOAN POLICY—CURRENT VIOLATIONS ONE-TO-FOUR FAMILY

Policy Number:
Loan Number:
[File Number:]

1. The following definitions are added to Condition 1:
 - (n) “State” and “state”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The terms “State” and “state” also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - (o) “Tribe”: Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.

2. Condition 16 is deleted and replaced with the following:
 16. CHOICE OF LAW; FORUM
 - (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State.
Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
 - (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

3. The following [are][is] added as[an] Exclusion[s] from Coverage:
 8. [Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]
 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe’s law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.]]

SCHEDULE B (Continued)

In addition to the matters set forth on Schedule B of this 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:

ALTA Operative Law Addendum— 2015 Short Form Expanded Coverage Residential Loan Policy

ADDENDUM
2015 SHORT FORM EXPANDED COVERAGE RESIDENTIAL LOAN POLICY
[ASSESSMENTS PRIORITY][CURRENT ASSESSMENTS]
FOR ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY

Policy Number:
Loan Number:
[File Number:

]

1. The following definitions are added to Condition 1:
 - (o) "State" and "state": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The terms "State" and "state" also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - (p) "Tribe": Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.

2. Condition 16 is deleted and replaced with the following:
 16. CHOICE OF LAW; FORUM
 - (a) Choice of Law.

The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State. Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
 - (b) Choice of Forum.

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

3. The following [are][is] added as[an] Exclusion[s] from Coverage:
 12. [Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]
 - [13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.]]

SCHEDULE B
(Continued)

In addition to the matters set forth on Schedule B of this policy to which this addendum is attached, this policy does not insure against loss or damage 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 Letters**
 - ALTA Closing Protection Letter—Single Transaction
 - ALTA Closing Protection Letter—Multiple Transactions
- Other Forms?



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HOW CAN YOU PREPARE?

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QUESTIONS?
