



## Endorsement Forms

<b>OTIRO NO.</b>	<b>DESCRIPTION</b>
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45	Pro Tanto Endorsement
46	Seller's Joint Protection Owner's Policy Endorsement
51, 51.1, 51.2	Additional Advance Endorsements
[52]	Restrictions, Encroachments and Minerals Endorsements—See End. 209 [OLTA 52 is discontinued]
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<b>OTIRO NO.</b>	<b>DESCRIPTION</b>
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98	Successor Insured (Fairway) Endorsement
[99]	Leasehold Owner's Endorsement—See End. 213
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101	Pending Improvements Endorsement
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209	ALTA Endorsement Form 9 Restrictions-Encroachments- Minerals)
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213, 213-06, 213.1	ALTA Endorsement Form 13 (Leasehold Owner's); ALTA Endorsement Form 13.1 (Leasehold Loan)

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby modifies the policy by correcting [Insert Paragraph No. or Exception No.] of Schedule [FILL IN] to read as follows:

**[FILL IN]**

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby modifies the policy by increasing the Amount of Insurance shown in Schedule A to the following:

**[\$[FILL IN].**

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby modifies the policy as follows:

**Exclusion from Coverage No. 4 is eliminated.**

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

Except to the extent expressly stated above, this endorsement does not modify any of the terms and provisions of the policy and any other endorsement, does not extend the effective date of the policy and any endorsement, and does not increase the face amount of the policy.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby modifies the policy as follows:

**[Exclusion from Coverage No. 7 of the ALTA Loan Policy – 1992] [or] [Exclusion No. 6 of the ALTA Loan Policy – 2006] is eliminated.**

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

Except to the extent expressly stated above, this endorsement does not modify any of the terms and provisions of the policy and any other endorsement, does not extend the effective date of the policy and any endorsement, and does not increase the face amount of the policy.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby incorporates into the Conditions and Stipulations of the policy the following:

This policy is issued simultaneously with a Policy No.            to            . Any payment by the Company under said policy shall reduce pro tanto the liability of the Company under this policy.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

Except to the extent expressly stated above, this endorsement does not modify any of the terms and provisions of the policy and any other endorsement; it does not extend the effective date of the policy and any endorsement; it does not increase the face amount of the policy.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby incorporates into the Conditions and Stipulations of the policy the following:

This policy is issued simultaneously with an owner's policy to the purchaser of the subject property. Any payment by the Company under said purchaser's policy shall reduce pro tanto the liability of the Company under this policy.

This policy does not limit the prosecution of any claim inuring to, owned by or assigned to the title insurer against the insured herein, based upon any matter created, suffered, assumed or agreed to by the insured, whether the insurer acquired such claim under principles of subrogation or by assignment or transfer of a judgment, negotiable instrument, or other interest.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

Except to the extent expressly stated above, this endorsement does not modify any of the terms and provisions of the policy and any other endorsement; it does not extend the effective date of the policy and any endorsement; it does not increase the face amount of the policy.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company assures

- (1) That there has been no change of record in the vesting of title to said land subsequent to the date of said policy.
- (2) That there are no liens or encumbrances of record against said land other than those shown in said policy; provided, however, that this assurance does not cover taxes or assessments, no examination having been made thereof subsequent to the date of said policy;
- (3) That no satisfaction, full or partial, of the mortgage referred to in paragraph [FILL IN] of Schedule A, and no modification or assignment of said mortgage subsequent to the date of said policy appears of record.

Upon the representation and assurance by the Assured that said Assured has made an additional advance to the mortgagors in the sum of \$[FILL IN], evidenced by a promissory note for that amount or by other sufficient written evidence of indebtedness, and secured by said mortgage, the liability of the Company under said policy is hereby increased by said sum; and the Company hereby insures against any loss of principal, interest, or other sums secured by said mortgage, which said Assured shall sustain in the event that the assurance of the Company herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy, plus the amount of said additional advance, and costs which the Company is obligated under the stipulations thereof to pay. In no case shall such total liability, exclusive of costs, exceed the original amount of the mortgage plus the amount of advances provided for therein.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

- (1) Title to said estate or interest being vested at the date of this endorsement, in other than the maker or makers of the promissory note evidencing said additional advance, except as affected by the following matters: **[FILL IN]**
- (2) Priority over said mortgage, insofar as the same secures said additional advance, of any lien or encumbrance existing at the date of this endorsement which is not shown or referred to in Schedule B as prior to said mortgage nor excluded from coverage in the Conditions and Stipulations or Schedule of Exclusions from Coverage, except as affected by the following matters: **[FILL IN]**
- (3) Any reconveyance, full or partial, or modification or subordination of said mortgage shown by the public records at the date of this endorsement, except for the following instruments: **[FILL IN]**

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy, plus the amount of said additional advance, and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO.  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company assures

- (1) That there has been no change of record in the vesting of title to said land subsequent to the date of said policy, except as affected by the following matters:

[FILL IN]

- (2) That there are no liens or encumbrances of record against said land other than those shown in said policy; provided, however, that this assurance does not cover taxes or assessments, no examination having been made thereof subsequent to the date of said policy, except as affected by the following matters:

[FILL IN]

- (3) That no satisfaction, full or partial, of the mortgage referred to in paragraph [FILL IN] of Schedule A, and no modification or assignment of said mortgage subsequent to the date of said policy appears of record, except for the following instruments:

[FILL IN]

Upon the representation and assurance by the Assured that said Assured has made an additional advance to the mortgagors in the sum of \$[FILL IN], evidenced by a promissory note for that amount or by other sufficient written evidence of indebtedness, and secured by said mortgage, the liability of the Company under said policy is hereby increased by said sum; and the Company hereby insures against any loss of principal, interest, or other sums secured by said mortgage, which said Assured shall sustain in the event that the assurance of the Company herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy, plus the amount of said additional advance, and costs which the Company is obligated under the stipulations thereof to pay. In no case shall such total liability, exclusive of costs, exceed the original amount of the mortgage plus the amount of advances provided for therein.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

*[OLTA Endorsement No. 52 (Restrictions – Encroachments – Minerals Endorsement for ALTA Loan Policy) is omitted intentionally; see OTIRO End. 209 for OLTA 52.2]*

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company assures the Insured:

1. That at the date of this policy said land is situated within any area designated Zone [FILL IN] on the maps maintained by the zoning authority having jurisdiction over said land.
2. That among the uses authorized for land classified within said zone, subject to compliance with any conditions, restrictions or requirements contained in any ordinance or amendments thereto, if any, establishing said zone, including but not limited to the securing of necessary consents or authorizations as prerequisite to such use or uses, is:

[FILL IN]

Nothing contained shall be deemed to insure the validity of any ordinance or amendments thereto, if any, establishing said zone and the permitted uses therein or to insure compliance with or in any way concern comprehensive land use plans, Land Conservation and Development Commission goals, building codes or other regulations.

There shall be no liability imposed on the Company for loss or damage which the Insured may sustain because of the inaccuracy of the foregoing assurances until after a final decree of a court of competent jurisdiction adjudicating one or more of said assurances to be inaccurate, the effect of which adjudication is to prohibit the use or uses set out in assurance number 2 above.

Loss or damage as to matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A hereof.

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

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

1. The Company insured the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:
  - (a) According to applicable zoning ordinances and amendments thereto, the land is classified Zone [FILL IN].
  - (b) The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses: [FILL IN]
  
2. The Company further insures against loss or damage arising from a final decree of a court of competent jurisdiction:
  - (a) Prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b); or
  - (b) Requiring the removal or alteration of the structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:
    - (i) [Area, width or depth of the land as a building site for the structure;] [or]
    - (ii) [Floor space area of the structure;] [or]
    - (iii) [Setback of the structure from the property lines of the land;] [or]
    - (iv) [Height of the structure;] [or]
    - (v) [Minimum number of required parking spaces].

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company hereby insures the owner of the indebtedness secured by the mortgage or deed of trust referred to in paragraph [4] of Schedule [A] against any loss of principal, interest or other sums so secured which said insured shall sustain

by reason of any impairment of the lien thereon on the remainder of the land described in paragraph [5] of Schedule [A] occasioned by the execution of a partial release dated [FILL IN] and recorded [FILL IN DATE] in [FILL IN RECORDING REFERENCE], Records of [FILL IN] County.

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

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company assures the insured that at the date of this policy there is located on the land described therein, improvements having a street address or route and/or box number as follows:

[FILL IN PREMISES ADDRESS]

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

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

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company hereby insures the insured owner of the indebtedness referred to in said policy against loss which said Insured shall sustain by reason of:

Any final decree or judgment enforcing the covenants, conditions, and restrictions referred to in Schedule B based upon a violation thereof by the location of buildings, structures, or improvements on said land prior to the date of said policy.

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

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby insures the Insured (owner of the indebtedness referred to in said policy) against loss which said Insured shall sustain by reason of:

Encroachments of buildings, structures, or improvements located on said land onto adjoining lands, or any encroachment onto said land of buildings, structures, or improvements located on adjoining lands.

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

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

Paragraph 1 of the Conditions and Stipulations of said policy is hereby amended by deleting therefrom subparagraph (a) and substituting in lieu thereof the following:

(a) “insured”: the insured named in Schedule A together with (i) each owner or legal holder of any of the bonds secured by the insured mortgage, (ii) each successor of the named insured, as trustee under said mortgage, and each successor in ownership of any of said bonds (reserving, however, all rights and defenses as to any successor of the named insured, as trustee, and as to any such successor in ownership of any of said bonds; also reserving all rights and defenses as to any such successor who acquires the bonds or the interest of said trustee by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate or fiduciary successors that the Company would have had against the successor’s transferor), and further includes (iii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness evidenced by said bonds, or any part thereof, whether named as an insured herein or not, and (iv) the parties designated in Paragraph 2(a) of these Conditions and Stipulations.

Paragraph 1 of the Conditions and Stipulations of said policy is further amended by adding subparagraph (h), or (i) as appropriate, thereto to read as follows:

(h [or i]) “bond” or “bonds”: the evidence of the indebtedness, whether one or more, secured by said mortgage.

Paragraph 6 of the Conditions and Stipulations of said policy is hereby amended by deleting the printed text thereof and substituting in lieu thereof the following:

The Company shall have the option to pay or otherwise settle for or in the name of the insured any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorney’s fees and expenses incurred up to the time of such payment or tender of payment by the insured and authorized by the Company. In case loss or damage is claimed under this policy by an insured owner or legal holder of any of the bonds secured by the insured mortgage, the Company shall have the further option to purchase such bond or bonds for the amount owing thereon together with all costs, attorney’s fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase such bond or bonds as herein provided, such insured shall transfer, assign and deliver said bond or bonds and the mortgage, and any collateral securing the same to the Company upon payment as herein provided.

Any such loss under this policy shall be payable to the insured as their respective interest may appear. If the payment is made to any owner or legal holder of any said bonds, such payment shall be made ratably

with other bondholders. Payment by the Company to any owner or legal holder of any said bonds shall reduce pro tanto the liability of the Company under this policy.

If this endorsement is attached to an ALTA 1970 Loan Policy (Revised 10-17-84), then the foregoing reference to Paragraph 6 shall be deemed to refer to Paragraph 5. If this endorsement is attached to an ALTA 2006 Loan Policy (Revised 6-17-06), then (A) the foregoing reference to Paragraph 6 shall be deemed to refer to Paragraph 7; (B) the foregoing definition of "insured" shall be deemed to replace subparagraph (e) of Paragraph 1 of the Conditions; and (C) the foregoing definition of 'bond' or 'bonds' shall be added to the definitions of Paragraph 1 of the Conditions.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company assures the owners of the Indenture referred to in Paragraph [4] of Schedule A of this policy, as their interests may appear, that

The (sub)lease referred to in Paragraph [FILL IN] of Schedule [FILL IN] of this policy is valid at the date of this policy as to the land described therein, and at the commencement of its term will be binding as to said land, subject to the effect of:

- (a) Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors, or their successors in interest, in the lease referred to in Schedule [FILL IN]; (or the sublessors, or their successors in interest, in the sublease above-referred to;)
- (b) Any failure to comply with the covenants, conditions and provisions of said lease (or of said sublease);
- (c) Any acts of a party or parties to said (sub)lease, or of its or their successors in interest, or any action in eminent domain, by which any rights or interests or obligations thereunder are released or impaired; and
- (d) Any termination of said (sub)lease under any of the provisions thereof.

The Company hereby insures said assureds against loss of principal, interest or other sums secured by the Indenture referred to in Paragraph [4] of Schedule A of this policy which said assureds shall sustain in the event the assurances in this endorsement prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

Date : [FILL IN]  
Premium : [FILL IN]

The Company assures the owner of the indebtedness secured by the mortgage referred to in paragraph [4] of Schedule A that, as to the [following described portion of the] land described in Schedule A:

[Insert description, if applicable]

- (1) The foundations of the structure under construction on said land at this date are within the boundary lines of said land;
- (2) The location of said foundations at this date does not violate the covenants, conditions or restrictions referred to in Schedule B; and
- (3) The said foundations at this date do not encroach onto any easements referred to in Schedule B.

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

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

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN]]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby assures **[INSERT NAME OF INSURED]** that, notwithstanding the terms of the Conditions and Stipulations or Schedule of Exclusions from Coverage to the contrary, in the event of loss or damage insured against under the terms of said policy, the Company will not deny its liability thereunder to said Insured on the ground that said Insured had knowledge of any matter solely by reason of notice thereof imputed to it **[EXAMPLE: through a former officer or former employee of \*\*name of entity\*\* who is as of Date of Policy an officer or employee of \*\*name of insured entity\*\*]** by operation of law.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby assures that the requirements for the elimination of exception(s) numbered [FILL IN] have been satisfied and exception(s) numbered [FILL IN] of Schedule B is (are) eliminated from said policy.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company assures the owner of the indebtedness secured by the mortgage referred to in Schedule A and/or the Secretary of Housing and Urban Development, of Washington, D.C., and his or her successors in office, as their interests may appear, that the conveyance of said land from [FILL IN] to [FILL IN] by deed recorded [FILL IN] will not impair:

(1) the lien or charge of said mortgage on said land;

(2) the priority of said mortgage.

The Company further assures, in the event [FILL IN] has, as of the date hereof, been released from liability on the indebtedness secured by said mortgage and the obligations thereunder, that such release will not impair the lien or charge of said mortgage on said land.

The Company hereby insures said assured against loss which said assured shall sustain in the event the assurances shall prove to be incorrect.

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

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby assures the Insured that, notwithstanding any terms or provisions in the Policy to the contrary:

Subject to the limitations set forth in this endorsement, advances made subsequent to the Date of Policy pursuant to the terms of the credit agreement secured by the insured mortgage, shall be included within the coverage of the policy not to exceed the face amount of the policy, provided that the advances are made before (i) the maturity date of the credit agreement, as disclosed by the insured mortgage, or, (ii) if no maturity date is so disclosed, before the tenth anniversary of the date of execution of the insured mortgage, and provided that such advances are advances described in Oregon Revised Statutes subsections 86.155(2) (a) and (b), and also provided that the vestee is the owner of the estate or interest covered by the policy at the date any such advances are made.

The Company further assures the Insured that the subsequent advances covered by the above paragraph shall have the same priority over liens, encumbrances and other matters disclosed by the public records as do advances secured by the insured mortgage as of Date of Policy, except for the following matters, if any, occurring subsequent to policy date:

- a. Federal tax liens or judgment liens in favor of the United States of America, as provided for by Federal law.
- b. Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to the date of the advances if the advances are made subsequent to the occurrence of the event of default under the terms of the insured mortgage and prior to a cure of the default unless such advances are made pursuant to the credit agreement for the reasonable protection of the real property referred to in the policy.
- c. Bankruptcies affecting the estate or interest of the vestee prior to date of the advances.
- d. Environmental protection liens.
- e. Liens, or rights to liens, for taxes, workers compensation, services, labor, equipment rental or material, heretofore or hereafter furnished, imposed by law and not shown by the public records as of the date hereof, which lien or right to a lien results from a work of construction, repair, alteration or improvement financed in whole or part by funds advanced pursuant to the credit agreement secured by the insured mortgage.
- f. Taxes or municipal or governmental liens accorded priority by Oregon law.

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

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company hereby assures the Insured:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the public records, affecting said estate or interest, other than those shown in said policy, except: [FILL IN]
2. That there are no subsisting tax or assessment liens which are prior to the mortgage referred to in Schedule A, except: [FILL IN]
3. That, as shown by the public records, the title to said estate or interest is vested in the vestee shown in Schedule A.
4. That the advance hereinafter referred to is secured by the mortgage referred to in Schedule A; that as shown by the public records, said mortgage as to such advance is prior to any liens, encumbrances and other matters affecting said estate or interest other than those shown in Schedule B as prior to said mortgage and in paragraph 2 herein, except: [FILL IN]

Upon assurance by the Insured that said Insured has made an advance to [FILL IN] for the sum of \$[FILL IN], which is a portion of the indebtedness evidenced by the note or notes secured by said mortgage, the Company hereby insures against loss which the Insured shall sustain in the event that the assurances of the Company herein shall prove to be incorrect or by reason of the establishment of priority over the lien of said mortgage upon said estate of any statutory lien for labor or material arising out of the work of improvement under said construction or completed at the date hereof.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby assures the Insured:

1. That, except as otherwise expressly provided herein, there are no liens, encumbrances or other matters shown by the public records, affecting said estate or interest, other than those shown in said policy, except: [FILL IN]
2. That there are no subsisting tax or assessment liens which are prior to the mortgage referred to in Schedule A, except: [FILL IN]
3. That, as shown by the public records, the title to said estate or interest is vested in the vestee shown in Schedule A.
4. That the advance hereinafter referred to is secured by the mortgage referred to in Schedule A; that as shown by the public records, said mortgage as to such advance is prior to any liens, encumbrances and other matters affecting said estate or interest other than those shown in Schedule B as prior to said mortgage and in paragraph 2 herein, except: [FILL IN]

Upon assurance by the Insured that said Insured has made an advance to [FILL IN] for the sum of \$[FILL IN], which is a portion of the indebtedness evidenced by the note or notes secured by said mortgage, the Company hereby insures against loss which the Insured shall sustain in the event that the assurances of the Company herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Effective Date : [FILL IN] ]  
[Date Prepared : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company hereby assures the Insured:

That, except as otherwise expressly provided herein, there are no statutory construction liens shown by the public records affecting said estate or interest other than those shown in said policy, except:

[FILL IN]

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

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents, except violations relating to environmental protection unless notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured mortgage identified in Schedule A, except as provided in Oregon Revised Statutes 100.450.
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 which exist at Date of Policy because of any present encroachments or because of any further unintentional encroachment of the common elements upon any unit or of any unit upon the common elements of another unit.
7. The failure of title by reason of a right of refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company assures the Insured that by an agreement executed by [FILL IN], dated [FILL IN], recorded [FILL IN], the mortgage referred to in Schedule A or the obligation secured thereby has been modified and that said mortgage is prior to any liens or encumbrances affecting said estate or interest, other than those shown in Schedule [B, Part 1] as prior to said mortgage, except:

[FILL IN]

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

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

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company assures the Insured that said land is the same as that delineated on the plat of a survey made by [FILL IN] on [FILL IN], designated Job No. [FILL IN], which is attached hereto and made a part hereof.

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

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company assures the Insured that the property described as Parcel [FILL IN] of Schedule [FILL IN] hereto is contiguous to the property described as Parcel [FILL IN] of Schedule [FILL IN] hereto, and that there are no strips, gaps or gores between them.

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

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

[FILL IN]

The total liability of the Company under said Guarantee and under this endorsement thereto shall not exceed, in the aggregate, the amount stated in said Guarantee.

This endorsement is made a part of said Guarantee and is subject to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company hereby certifies that since the Date of the Policy no documents (i) effecting a change in ownership of the Mortgaged Premises, or (ii) creating monetary liens against the Mortgaged Premises, have been entered in the public records, except:

1. A deed of trust or mortgage (being the "Lender's Mortgage" referred to in paragraph [FILL IN] of the face page of said policy), recorded [FILL IN].
- [2. [FILL IN] List additional exceptions if necessary.]

The "Lender" under the Policy is hereby amended to be the beneficiary or mortgagee under the above Lender's Mortgage.

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

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

The face amount of the policy is herewith amended to \$[FILL IN].

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

Date : [FILL IN]  
[Premium : [FILL IN] ]

The Company hereby insures the insured that, as disclosed by the Official Records of the Recorder of said County as of the date shown above,

1. No document in the chain of title to said land has been recorded subsequent to the Date of Policy purporting to convey the fee title to said land, except:

[FILL IN]

2. An examination of the chain of title to said land as disclosed by such Official Records reveals no mortgages or liens recorded in the name of the party(ies) named in paragraph B of Schedule A, other than those set out in Schedule A, except:

[FILL IN]

The Company hereby insures said insured against loss which said insured shall sustain in the event that the assurance herein shall prove incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy which the Company is obligated under the Conditions and Stipulations thereof to pay.

[The face amount of the policy is herewith amended to \$[FILL IN].]

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company does hereby increase the face amount of said policy by 10% of the Amount of Insurance shown in Schedule A on each of the first five anniversaries of Date of Policy;

PROVIDED, HOWEVER, that this endorsement shall be effective only if one of the following conditions exists as Date of Policy:

- a. The land described in this policy is a parcel on which there is only a one-to-four family residential structure, including all improvements on the land related to residential use, in which the Insured Owner resides or intends to reside; or
- b. The land consists of a residential condominium unit, together with the common elements appurtenant thereto and related to residential use thereof, in which the Insured Owner resides or intends to reside.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company assures [FILL IN] that by an agreement executed by [FILL IN] dated [FILL IN], recorded [FILL IN], the mortgage referred to in Schedule A or the obligation secured thereby has been modified to provide for, without limitation, a \$[FILL IN] increase in the amount of the indebtedness secured by such mortgage, resulting in a total amount of indebtedness of \$[FILL IN], and that said mortgage is prior to any liens or encumbrances affecting said estate or interest, other than those shown in Schedule B as prior to said mortgage, except:

[FILL IN]

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

The Company further assures the Insured that on and after the date of this endorsement, references to the mortgage insured by this policy in endorsements providing future insurance coverages attached to said policy shall be deemed to refer to the mortgage as modified by said agreement.

The total liability of the company under said policy and any endorsements therein shall not exceed in the aggregate, the face amount of said policy, plus the amount of the above increase of the indebtedness secured by such mortgage, and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby assures the Insured

That said land abuts upon a physically open street known as [INSERT NAME OF STREET] and the Company hereby insures said Assured against loss which said Assured shall sustain in the event said assurances herein shall prove to be incorrect.

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

This endorsement is made a part of said policy and is subject to the schedules and the conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company assures: [FILL IN]

That the mortgage/trust deed referred to in Schedule A has been re-recorded on the [FILL IN] day of [MONTH], [YEAR] in or as [RECORDING REFERENCE], records of [FILL IN] County, Oregon.

This endorsement is not to be construed as insuring the title to said estate or interest or the priority of the lien set forth in Schedule A as of any later date than the date of said policy, except as herein expressly provided as to the subject matter thereof.

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

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any insured mortgage identified in Schedule A, except as provided in Oregon Revised Statutes 94.709.
3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

- (a) any defect in the execution of the document entitled [FILL IN] referred to in paragraph [FILL IN] of Part II of Schedule B; and
- (b) the existence, as shown by the public records, of any prior assignment of the lessor's interest in the lease or leases specified in such document, including any assignments of rents thereunder, other than as set forth in Schedule B.

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

This endorsement is made a part of said policy and is subject to the Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The arbitration provisions contained in Paragraph 13 in the Conditions and Stipulations of the policy are hereby modified as follows:

Said Paragraph 13 (“Arbitration”) is eliminated.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The arbitration provisions contained in Paragraph 14 in the Conditions and Stipulations of the policy are hereby modified as follows:

Said Paragraph 14 (“Arbitration”) is eliminated.

This endorsement is made a part of said policy and is subject to the schedules, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than Date of Policy, except as herein expressly provided as to the subject matter hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company assures The Secretary of Housing and Urban Development of Washington, D.C. and his or her successors and assigns, herein Assured:

- (a) That by a valid assignment or assignments the beneficial interest under the mortgage or trust deed referred to in paragraph [4] of Schedule A has been transferred to said Assured by instrument dated [DATE], recorded [RECORDING DATE], in or as [RECORDING REFERENCE];
- (b) Except as shown in paragraph E below, there are no matters affecting the validity or priority of the lien of said mortgage as originally insured in the policy;
- (c) That Schedule B, Part II, is hereby amended as follows (if there are no matters, indicate none): [FILL IN];
- (d) That there are no recorded United States tax liens or recorded notices of bankruptcy proceedings in [FILL IN] County affecting the title to said estate or interest, other than those in said policy, except: [FILL IN];
- (e) That there are no subsisting tax assessment liens or other recorded liens or encumbrances which are prior to said mortgage, except: [FILL IN];
- (f) The effective date of the policy is hereby amended to be: [FILL IN].

The Company hereby insures said Assured against any loss of principal, interest or other sums secured by said mortgage or trust deed, which said Assured shall sustain in the event that the assurances herein shall prove to be incorrect.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

The Company hereby assures the insured that, subsequent to the date of the policy issued under the above number, there are no matters shown by the public records, which would affect the land described in Schedule A, other than municipal liens if any and the following:

[FILL IN]

The total liability of the Company under said policy and under this endorsement thereto shall not exceed, in the aggregate, the amount stated in said policy.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

Provided That:

- a. There is only a one-to-four family residential structure or residential condominium unit with common elements appurtenant thereto, including improvements related to residential use on the land;
- b. The Deed of Trust (being the "Lender's Mortgage" referred to in paragraph 3 of the face page of said policy) recorded as shown on the date-down endorsement (OTIRO Endorsement 77) attached to said policy, between the lender and the owner named in Exhibit I, creates a lien on the land; and
- c. The owner named in Exhibit I is the owner of the land at the date an advance of money is made pursuant to the note or agreement secured by the mortgage.

The Company insures the lender against loss or damage sustained by reason of any incorrectness in the following assurances:

- A. That future advances shall have the same priority over liens, encumbrances and other matters disclosed by the public records as do advances secured by the mortgage at the date of its recording, except for the following matters:
  - (1) Real estate taxes or assessments.
  - (2) Federal tax liens.
  - (3) Liens, encumbrances, or other matters, the existence of which are actually known to the lender prior to the date of an advance, if the advance is made subsequent to the occurrence of an event of default under the terms of the mortgage and prior to a cure of such default.
  - (4) Environmental protection liens.
- B. The provisions of the mortgage which provide for changes in the rate of interest will not render the lien of the mortgage invalid or unenforceable.
- C. Changes in the rate of interest calculated in accordance with the formula provided in the mortgage at date of recording will not cause a loss of priority in the lien of the mortgage.

The Company further assures the lender that advances secured by the mortgage shall be included within the coverage of the policy, not to exceed the amount of insurance thereof.

This endorsement does not insure:

- (a) That the owner owns the land, nor that the mortgage creates a lien on the land, nor the validity, enforceability, or priority of any such lien, except to the extent expressly stated; nor

- (b) Against loss or damage based upon
  - (i) usury,
  - (ii) any consumer credit protection or truth in lending law, or
  - (iii) bankruptcy or insolvency proceedings of the borrower.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company insures the insured mortgagee against loss or damage by reason of:

- (1) The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for a Conditional Right to Refinance and a change in the rate of interest as set forth in the Mortgage Rider.
- (2) Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest thereon, which loss of priority is caused by the exercise of the Conditional Right to Refinance and the extension of the loan term to the New Maturity Date set forth on the Rider and a change in the rate of interest, provided that all the conditions set forth in paragraphs 2 and 5 of the Balloon Mortgage Rider have been met, and there are no other liens, defects, encumbrances, or other adverse matters affecting title arising subsequent to Date of Policy.

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

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company hereby amends the Policy by changing the insured previously named in the Policy to:

[FILL IN]

This endorsement is effective only if

- (1) the above named insured, on or before the date of this endorsement, acquired an insurable interest in the land for no present monetary consideration, and
- (2) one or more of the following describes the relationship between the above named insured and the previous insured:
  - (a) the above named insured is the immediate successor in interest upon dissolution of the previous insured; or
  - (b) the above named insured is a partnership, limited partnership, limited liability partnership, limited liability company or corporation of which the previous insured is the sole or all of the partners, members or shareholders; or
  - (c) the above named insured is the sole or all of the partners, members or shareholders of the previous insured partnership, limited partnership, limited liability partnership, limited liability company or corporation, as the case may be; or
  - (d) the above named insured is a wholly owned subsidiary of the previous insured; or
  - (e) the previous insured is a wholly owned subsidiary of the above named insured; or
  - (f) the above named insured is the trustee of an intervivos trust created by the previous insured; or
  - (g) the above named insured includes one or more of the previously insured and (a), (b), (c), (d), (e), or (f) describes the relationship between all others of the above named insured and the previously insured.

This endorsement does not extend the coverage of said Policy to any later date than the date of said Policy, nor does it impose any liability on the Company for loss or damage resulting from

- (i) the failure of the above named insured to acquire an insurable estate or interest in said land, or
- (ii) any defect, lien or encumbrance attaching by reason of the acquisition of an estate or interest in the land by such above named insured.

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

This endorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations, and exclusions from coverage, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The Company assures the owner of the indebtedness secured by the mortgage referred to in Paragraph [4] of Schedule A:

That none of the improvements located on said land encroach onto the easement shown as Exception [FILL IN] of Schedule B, Part [I].

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

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

This endorsement is made a part of the said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The company insures the owner of the indebtedness secured by the mortgage referred to in paragraph [4] of Schedule A against loss which the insured shall sustain in the event that the owner of the easement referred to in paragraph [FILL IN] of Schedule B shall, for the purpose of [FILL IN PER \* BELOW], compel the removal of any portion of the improvements on the land which encroach upon said easement.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

\* Insert use against which insurance is to be given, e.g.,

- (1) Insurance limited to loss by reason of maintenance and repair of specific existing structure: "maintaining and repairing the existing storm drain structure within said easement"
- (2) Insurance same as (1) plus enlarging or replacing existing structure: "maintaining, repairing, enlarging or replacing the existing storm drain within said easement"
- (3) Insurance unlimited: "exercising the right of use or maintenance of said easement"

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

- (a) any defect in the execution of the document entitled [FILL IN], referred to in Paragraph [FILL IN] of Part II of Schedule B; and
- (b) the existence, as shown by the public records, of any prior security assignment of the lessor's interest in the lease or leases specified in such document, including any assignments of rents thereunder, other than as set forth in Schedule B.

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

This endorsement is made a part of the said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

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

1. the invalidity of any easements which are both (a) appurtenant to and run with the land and (b) set forth in the Declaration of Covenants, Conditions and Restrictions and Grants of Easements, as amended, shown or referred to at No. [FILL IN] of Schedule B of the Policy (hereinafter called "the Declaration");
2. any defect in the execution of the Declaration but only insofar as such defect affects the encumbrance of the Declaration on the real property specified therein;
3. the appearance of record prior to the date hereof of any document amending, altering or terminating the Declaration, except as set forth on Schedule B of the Policy;
4. priority, at the date of the Policy, of any encumbrance over the Declaration, except as set forth in Schedule B of the Policy;
5. the interference with the rights of the insured to use the insured premises and appurtenant easements by any third party beneficiary of the Declaration or by any party claiming by, through or under any holder of a leasehold interest in the real estate covered by the Declaration, except as to the rights of others to use the common areas described in the Declaration in common with the insured and except as to any interference based upon provisions of or rights established by or recognized in the Declaration or any amendments to it and except as to any interference based upon rights arising after the date of the Policy.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
 ATTACHED TO POLICY NO. [FILL IN]  
 ISSUED BY  
 BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
 [Premium : [FILL IN] ]

This Policy is issued contemporaneously with the following policies:

<u>Policy Number</u>	<u>County</u>	<u>State</u>	<u>Amount</u>

The Company acknowledges that the land described in Schedule A of this Policy is part of the security for an indebtedness in the amount of \$[FILL IN] (“the Aggregate Loan Amount”) to the insured which indebtedness is secured by mortgages or deeds of trust which are insured by the Policies listed on this endorsement.

Anything to the contrary notwithstanding in paragraph 7 (a) (i) of the Conditions and Stipulations of the Policy, the insurance coverage afforded in this Policy is aggregated with the insurance coverage in all of the policies identified in this endorsement so that the effective insurance coverage is the Aggregate Loan Amount. The total liability of the Company under this and all policies identified in this endorsement shall not exceed such amount, but its liability under this Policy for the land described in Schedule A remains limited by the provisions of paragraphs 7 (a) (ii) and 7 (a) (iii), and if applicable 2 (c) (ii) and 2 (c) (iii), of the Conditions and Stipulations of this Policy. Any payment by the Company on this or any of the policies identified in this Endorsement shall reduce pro tanto the liability of the Company under all identified policies, and the amount so paid shall be deemed a payment under all such policies.

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

If this endorsement is attached to an ALTA 2006 Loan Policy (Revised 6-17-06), then (A) the foregoing reference to paragraph 7(a)(i) of the Conditions and Stipulations shall be deemed to refer to paragraph 8(a)(i) of the Conditions; (B) the foregoing references to paragraphs 7(a)(ii) and (iii) shall be deemed to refer to paragraphs 8(a)(ii), (iii) and (iv) of the Conditions; and (C) the references to paragraphs 2(c)(ii) and (iii) shall be deemed deleted.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
 [Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

This Policy is issued contemporaneously with the following policies:

<u>Policy Number</u>	<u>County</u>	<u>State</u>	<u>Amount</u>
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The Company acknowledges that the land described in Schedule A of this Policy is part of the security for an indebtedness in the amount of \$[FILL IN] (“the Aggregate Loan Amount”) to the insured which indebtedness is secured by mortgages or deeds of trust which are insured by the Policies listed on this endorsement.

Anything to the contrary notwithstanding in paragraph 6 (a) (ii) of the Conditions and Stipulations of the Policy, the insurance coverage afforded in this Policy is aggregated with the insurance coverage in all of the policies identified in this endorsement so that the effective insurance coverage is the Aggregate Loan Amount. The total liability of the Company under this and all policies identified in this endorsement shall not exceed such amount, but its liability under this Policy for the land described in Schedule A remains limited by the provisions of paragraphs 6 (a) (i) and 6 (a) (iii) of the Conditions and Stipulations of this Policy. Any payment by the Company on this or any of the policies identified in this endorsement shall reduce pro tanto the liability of the Company under all identified policies, and the amount so paid shall be deemed a payment under all such policies.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

*[OLTA Endorsement No. 95 (DMV Endorsement) is omitted intentionally]*

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

Notwithstanding Section 9(b) of the Conditions and Stipulations to the contrary, by the issuance of this policy in an amount which is less than the indebtedness secured by the insured mortgage, the Company agrees that if the insured applies all other payments made by the borrower to the release of security other than the land described in Schedule A until such time as the aggregate unpaid principal indebtedness is reduced to the amount of this policy, the amount of coverage afforded will not be reduced by such payments. Any subsequent payments which would have the effect of reducing the indebtedness below the amount of this policy will concurrently reduce the coverage under this policy by \$1.00 for each \$1.00 of principal reduction thereafter made.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

Said Policy is hereby amended by deleting Section 10 of the Conditions and Stipulations of the American Land Title Association Loan Policy to which this endorsement is attached.

If this endorsement is attached to an ALTA 1970 Loan Policy (revised 10-17-84), then the foregoing reference to Section 10 shall be deemed to refer to Section 9.

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

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein and of any prior endorsements thereof.

Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]

[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The company hereby agrees with the insured partnership that this Policy and the coverage provided to the insured partnership hereunder shall not be deemed to have lapsed, or to have been forfeited, or to have terminated because of the occurrence, subsequent to the Date of Policy, of either of the following events (provided that, subject to the next paragraph, the insured partnership has not been dissolved or discontinued by reason of the following events pursuant to applicable state law):

1. the admission or withdrawal of any individual or entity as a partner in the insured partnership, or
2. a change in any partner's interest in capital or profits of, or as limited or general partner in, the insured partnership.

The Company hereby further agrees that the definition of Insured contained in paragraph 1(a) of the Conditions and Stipulations of the Policy shall include the following successors in interest to the named insured of the estate or interest described in Schedule A (reserving, however, all rights and defenses as to any successor that the Company would have had against the named insured):

- a. any grantee of the named Insured which is an owner of a partnership interest (a "Grantee Partner") in the named insured partnership which receives title to the land described in Schedule A of the Policy as a result of the dissolution of the named insured partnership; or
- b. any corporate successor to a Grantee Partner who becomes a successor by operation of law (as opposed to purchase) by reason of dissolution, merger, consolidation or corporate reorganization; or
- c. any corporate grantee of a Grantee Partner, or of a corporate successor covered under (b) above which receives title to the land described in Schedule A of the Policy, provided the corporate grantee is either a wholly owned subsidiary of the corporate successor or of its parent corporation.

This endorsement is not to be construed as extending the coverage of the policy to any later date than the Date of Policy shown in Schedule A, nor does it impose any liability on the Company for loss or damage resulting from (i) failure of a successor referred to above to acquire an insurable estate or interest in the land, or (ii) any defect, lien or encumbrance attaching by reason of the acquisition of an estate or interest in the land by the successor.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

Notwithstanding the Amount of Insurance set forth on Schedule A of the policy, the liability under the policy at date hereof is limited to the value of the land. Liability hereunder shall increase to the Amount of Insurance set forth in Schedule A as contemplated improvements are made.

The amount of insurance available for payment of any loss insured against by this policy shall include the above stated sum, plus the amount expended by or on behalf of the Insured for additional improvements located upon the land at the time the loss occurs, not to exceed the Amount of Insurance set forth in Schedule A. Any such expenditures made for such additional improvements subsequent to the date of policy shall be deemed made as of the date of policy.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

Paragraph 6 of the insuring provisions of said policy which reads:

“The priority of any lien or encumbrance over the lien of the insured mortgage”

is hereby deleted, and there is substituted in lieu thereof the following:

“6. (1) The priority of any lien or encumbrance over the lien of the insured mortgage referred to in subparagraph (a) of paragraph 4 of Schedule A, or

(2) The priority of any lien or encumbrance over the lien of the insured mortgage referred to in subparagraph (b) of paragraph 4 of Schedule A, except the mortgage referred to in subparagraph (a) of paragraph 4 of Schedule A;”

Except where used in this endorsement, the term “insured mortgage” wherever used in said policy shall be construed as referring to both of the mortgages described in Schedule A.

The Company insures the owner of the indebtedness insured by the insured mortgage that, except as stated in Schedule B – Part I, there are no matters affecting the priority of the insured mortgage shown in subparagraph (b) of paragraph 4 of Schedule A which have intervened between the time of the recording of the mortgage shown in subparagraph (a) of paragraph 4 of Schedule A and the mortgage shown in subparagraph (b) of paragraph 4 of Schedule A.

There is hereby added to the Conditions and Stipulations as Section 11(c) the following:

“(c) Loss under this policy shall be payable first to the insured owner of the indebtedness secured by the mortgage referred to in subparagraph (a) of paragraph 4 of Schedule A, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, any loss shall be payable to the owner of the indebtedness secured by the mortgage referred to in subparagraph (b) of paragraph 4 of Schedule A and, if more than one, then to such insured ratably as their respective interests may appear.”

If this endorsement is attached to an ALTA Loan Policy, 1970 (amended 10-17-70 and 10-17-84), then the foregoing reference to Section 11(c) shall be deemed to refer to Section 6(d).

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

Paragraph 10 of the insuring provisions of said policy which reads:

“10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.”

is hereby deleted, and there is substituted in lieu thereof the following:

“10. (1) The lack of priority of the lien of the Insured Mortgage referred to in subparagraph (a) of paragraph 4 of Schedule A upon the Title over any other lien or encumbrance; or

(2) The lack of priority of the lien of the Insured Mortgage referred to in subparagraph (b) of paragraph 4 of Schedule A upon the Title over any other lien or encumbrance except the Insured Mortgage referred to in subparagraph (a) of paragraph 4 of Schedule A.”

Except where used in this endorsement, the term “Insured Mortgage” wherever used in said policy shall be construed as referring to both of the mortgages described in Schedule A.

The Company insures the owner of the indebtedness secured by the Insured Mortgage that, except as stated in Schedule B – Part I, there are no matters affecting the priority of the Insured Mortgage shown in subparagraph (b) of paragraph 4 of Schedule A which have intervened between the time of the recording of the mortgage shown in subparagraph (a) of paragraph 4 of Schedule A and the mortgage shown in subparagraph (b) of paragraph 4 of Schedule A.

There is hereby added to the Conditions as part of Section 11 the following:

“Loss under this policy shall be payable first to the insured owner of the indebtedness secured by the mortgage referred to in subparagraph (a) of paragraph 4 of Schedule A, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter, any loss shall be payable to the owner of the indebtedness secured by the mortgage referred to in subparagraph (b) of paragraph 4 of Schedule A and, if more than one, then to such insured ratably as their respective interests may appear.”

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]  
[Premium : [FILL IN] ]

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

any assessments for street improvements under construction or completed at the Date of Policy not excepted in Schedule B which now have gained or hereafter may gain priority over the insured mortgage.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

any final judgment of a court of competent jurisdiction that either the lien of the insured mortgage has been terminated or the title of the insured who has acquired all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, has been defeated by a valid exercise of the right of rescission conferred by the Federal Truth in Lending Act and that the right or rights of rescission existed because neither the credit transaction evidenced by the insured mortgage nor the right of rescission thereof was exempted or excepted by the provisions of Regulation Z (12 CFR 226).

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT**  
**ATTACHED TO POLICY NO. [FILL IN]**  
**ISSUED BY**  
**BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

- (1) The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
- (2) Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

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

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

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions from Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

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

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

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

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is subject to neither Section 3(d) of the Exclusions from Coverage nor Section 8(d) of the Conditions and Stipulations. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

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

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

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

1. usury, or
  
2. any consumer credit protection or truth in lending law.

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

[Witness clause optional]

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

The term "land" as defined in this policy includes the manufactured housing unit located on the land at Date of Policy.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

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

- (a) any environmental protection lien, which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or 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 for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

NONE

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

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

1. The existence at Date of Policy of any of the following:
  - (a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
  - (b) Unless expressly excepted in Schedule B:
    - (1) Present violations on the land of any enforceable covenants, conditions or restrictions, and any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the public records.
    - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition: (i) establishes an easement on the land; (ii) provides a lien for liquidated damages; (iii) provides for a private charge or assessment; (iv) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
    - (3) Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
    - (4) Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
    - (5) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the Insured, provided the violation results in:
  - (a) Invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
  - (b) Loss of title to the estate or interest in the land if the Insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
3. Damage to existing improvements, including lawns, shrubbery or trees:

- (a) Which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
  - (b) Resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
- 4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
  - 5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

1. The name of the Insured is amended to read: [FILL IN]
2. The Company insures the insured against loss or damage sustained by reason of:
  - (a) The failure of the following assignment to vest title to the insured mortgage in the insured: [FILL IN]
  - (b) Any 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: [FILL IN]

This endorsement shall be effective provided that the note or notes secured by the lien of the insured mortgage have been properly endorsed and delivered to the insured at Date of Endorsement.

Date of Endorsement: [FILL IN].

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

1. The name of the insured is amended to read: [FILL IN]
2. The Company insures the Insured against loss or damage sustained by reason of:
  - (a) The failure of the following assignment to vest title to the insured mortgage in the Insured: [FILL IN]
  - (b) Any liens for taxes or assessments that are due and payable on Date of Endorsement, except: [FILL IN]
  - (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: [FILL IN]
  - (d) Notices of federal tax liens or notices of pending bankruptcy proceedings affecting the title to the estate or interest in the land described in Schedule A of the Policy and recorded subsequent to the Date of Policy and on or prior to Date of Endorsement, except: [FILL IN]
  - (e) Any 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: [FILL IN]

This endorsement shall be effective provided that the note or notes secured by the lien of the insured mortgage have been properly endorsed and delivered to the insured at Date of Endorsement.

Date of Endorsement: [FILL IN].

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

1. As used in this endorsement, the following terms shall mean:
  - a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this policy.
  - b. "Lease": the lease agreement described in Schedule A.
  - c. "Leasehold Estate": the right of possession for the Lease Term.
  - d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
  - e. "Personal Property": chattels located on the land and property which, because of their character and manner of affixation to the land, can be severed from the land without causing appreciable damage to themselves or to the land to which they are affixed.
  - f. "Remaining Lease Term": the portion of the Lease Term remaining after the insured has been Evicted as a result of a matter covered by this policy.
  - g. "Tenant Leasehold Improvements": Those improvements, including landscaping, required or permitted to be built on the land by the Lease that have been built at the insured's expense or in which the insured has an interest greater than the right to possession during the Lease Term.
2. The provisions of subsection (b) of Section 7 of the Conditions and Stipulations shall not apply to any Leasehold Estate covered by this policy.
3. Valuation of Estate or Interest Insured

If, in computing loss or damage, it becomes necessary to value the estates or interests of the insured as the result of a covered matter that results in an Eviction, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The insured claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

4. Additional items of loss covered by this endorsement:

OTIRO Endorsement No. 213  
Leasehold – Owner’s Endorsement  
ALTA Endorsement Form 13 (10/13/01)

If the insured is Evicted, the following items of loss, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estates or interests insured by this policy.

- a. The reasonable cost of removing and relocating any Personal Property that the insured has the right to remove and relocate, situated on the land at the time of Eviction, the cost of transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.
- b. Rent or damages for use and occupancy of the land prior to the Eviction which the insured as owner of the Leasehold Estate is obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the insured has been Evicted.
- d. The fair market value, at the time of the Eviction, of the estate or interest of the insured in any lease or sublease made by the insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- e. Damages that the insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction.
- f. Reasonable costs incurred by the insured to secure a replacement leasehold equivalent to the Leasehold Estate.
- g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering fees, construction management fees, costs of environmental testing and reviews, landscaping costs and fees, costs and interest on loans for the acquisition and construction.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

1. As used in this endorsement, these terms shall mean the following:

- a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
- b. "Lease": the lease agreement described in Schedule A.
- c. "Leasehold Estate": the right of possession for the Lease Term.
- d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
- e. "Personal Property": chattels located on the Land and property which, because of their character and manner of affixation to the Land, can be severed from the Land without causing appreciable damage to themselves or to the Land to which they are affixed.
- f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted as a result of a matter covered by this policy.
- g. "Tenant Leasehold Improvements": Those improvements, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured

If in computing loss or damage it becomes necessary to value the Title as the result of a covered matter that results in an Eviction of the Tenant, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement

If the Insured is Evicted, the following items of loss, if applicable, shall be included in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title.

- a. The reasonable cost of removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, the cost of transportation of that Personal Property for the initial one hundred miles incurred in connection

OTIRO Endorsement No. 213-06

Leasehold Owner's Endorsement

ALTA Endorsement Form 13-06 (6/17/06)

with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.

- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.
- d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease made by Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- e. Damages that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction.
- f. Reasonable costs incurred by the Insured to secure a replacement leasehold equivalent to the Leasehold Estate.
- g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering fees, construction management fees, costs of environmental testing and reviews, and landscaping costs.

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]

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

1. As used in this endorsement, the following terms shall mean:

- a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this policy.
- b. "Lease": the lease agreement described in Schedule A.
- c. "Leasehold Estate": the right of possession for the Lease Term.
- d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
- e. "Personal Property": chattels located on the land and property which, because of their character and manner of affixation to the land, can be severed from the land without causing appreciable damage to themselves or to the land to which they are affixed.
- f. "Remaining Lease Term": the portion of the Lease Term remaining after the insured has been Evicted as a result of a matter covered by this policy.
- g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the estate or interest in the land described in Schedule A in accordance with the provisions of Section 2(a) of the Conditions and Stipulations of this policy, the insured claimant.
- h. "Tenant Leasehold Improvements": Those improvements, including landscaping, required or permitted to be built on the land by the Lease that have been built at the insured's expense or in which the insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured

If, in computing loss or damage, it becomes necessary to value the estates or interests of the insured as the result of a covered matter that results in an Eviction of the Tenant, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The insured claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

OTIRO Endorsement No. 213.1

Leasehold – Loan Endorsement

ALTA Endorsement Form 13.1 (10/13/01)

If the insured acquires all or any part of the estate or interest in the land described in Schedule A in accordance with the provisions of Section 2(a) of the Conditions and Stipulations of this policy and thereafter is Evicted, the following items of loss, if applicable, shall be included in computing loss or damage incurred by the insured, but not to the extent that the same are included in the valuation of the estates or interests insured by this policy.

- a. The reasonable cost of removing and relocating any Personal Property that the insured has the right to remove and relocate, situated on the land at the time of Eviction, the cost of transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.
- b. Rent or damages for use and occupancy of the land prior to the Eviction which the insured as owner of the Leasehold Estate is obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the insured has been Evicted.
- d. The fair market value, at the time of the Eviction, of the estate or interest of the insured in any lease or sublease made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold.
- e. Damages that the insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction.
- f. Reasonable costs incurred by the insured to secure a replacement leasehold equivalent to the Leasehold Estate.
- g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering fees, construction management fees, costs of environmental testing and reviews, and landscaping costs.

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

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]

**ENDORSEMENT  
ATTACHED TO POLICY NO. [FILL IN]  
ISSUED BY  
BLANK TITLE INSURANCE COMPANY**

[Date : [FILL IN] ]

[Premium : [FILL IN] ]

1. As used in this endorsement, these terms shall mean the following:

- a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this policy.
- b. "Lease": the lease agreement described in Schedule A.
- c. "Leasehold Estate": the right of possession for the Lease Term.
- d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
- e. "Personal Property": chattels located on the Land and property that, because of their character and manner of affixation to the Land, can be severed from the Land without causing appreciable damage to themselves or to the Land to which they are affixed.
- f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted as a result of a matter covered by this policy.
- g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this policy, the Insured Claimant.
- h. "Tenant Leasehold Improvements": Those improvements, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured

If in computing loss or damage it becomes necessary to value the Title as the result of a covered matter that results in an Eviction of the Tenant, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

### 3. Additional items of loss covered by this endorsement

If the Insured acquires all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this policy and thereafter is Evicted, the following items of loss, if applicable, shall be included in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title.

- a. The reasonable cost of removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, the cost of transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.
- d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease made by Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- e. Damages that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction.
- f. Reasonable costs incurred by the Insured to secure a replacement leasehold equivalent to the Leasehold Estate.
- g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering fees, construction management fees, costs of environmental testing and reviews, and landscaping costs.

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]

[Order Reference: [FILL IN] ]

[BLANK TITLE INSURANCE COMPANY]

[BY: \_\_\_\_\_]  
[Authorized Signer]