SHORT FORM RESIDENTIAL LOAN POLICY

ONE-TO-FOUR FAMILY

Issued by

BLANK TITLE INSURANCE COMPANY

SCHEDULE A

]

Name and Address of Title Insurance Company:

[File No.:] Policy No.: Loan No.: Address Reference: Street Address: County and State:

Amount of Insurance: \$ [Premium: \$

Mortgage Amount: \$ Mortgage Date:

Date of Policy: [at a.m./p.m.]

Name of Insured:

Name of Borrower(s):

The estate or interest in the Land identified in this Schedule A and which is encumbered by the Insured Mortgage is fee simple and is, at Date of Policy, vested in the borrower(s) shown in the Insured Mortgage and named above.

The Land referred to in this policy is described as set forth in the Insured Mortgage.

This policy consists of [one] page(s), [including its reverse side,] unless an addendum is attached and indicated below:

Addendum attached

[Subject to the conditions stated in the endorsement list below, the following ALTA endorsements are incorporated in this policy:

ALTA ENDORSEMENT 4.1-06 (Condominium), if the Land or estate or interest is referred to in the Insured Mortgage as a condominium.

ALTA ENDORSEMENT 5.1-06 (Planned Unit Development)

ALTA ENDORSEMENT 6-06 (Variable Rate), if the Insured Mortgage contains provisions which provide for an adjustable interest rate.

ALTA ENDORSEMENT 6.2-06 (Variable Rate-Negative Amortization), if the Insured Mortgage contains provisions which provide for both an adjustable interest rate and negative amortization.

ALTA ENDORSEMENT 8.1-06 (Environmental Protection Lien) – Paragraph b refers to the following state statute(s):



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[The endorsements checked below, if any, are incorporated in this policy:

□ ALTA ENDORSEMENT 4-06 (Condominium)

□ ALTA ENDORSEMENT 5-06 (Planned Unit Development)

ALTA ENDORSEMENT 7-06 (Manufactured Housing)

□ ALTA ENDORSEMENT 7.1-06 (Manufactured Housing – Conversion; Loan)

□ ALTA ENDORSEMENT 9-06 (Restrictions, Encroachments, Minerals)

□ ALTA ENDORSEMENT 14-06 (Future Advance – Priority)

□ ALTA ENDORSEMENT 14.1-06 (Future Advance – Knowledge)

□ ALTA ENDORSEMENT 14.3-06 (Future Advance – Reverse Mortgage)

□ ALTA ENDORSEMENT 22-06 (Location) The type of improvement is a one-to-four family residential structure and the street address is as shown above.]

[The endorsements checked below, if any, are incorporated in this policy:

□ ALTA ENDORSEMENT 4-06 (Condominium)

□ ALTA ENDORSEMENT 4.1-06 (Condominium), if the Land or estate or interest is referred to in the Insured Mortgage as a condominium.

□ ALTA ENDORSEMENT 5-06 (Planned Unit Development)

□ ALTA ENDORSEMENT 5.1-06 (Planned Unit Development)

□ ALTA ENDORSEMENT 6-06 (Variable Rate), if the Insured Mortgage contains provisions which provide for an adjustable interest rate.

□ ALTA ENDORSEMENT 6.2-06 (Variable Rate-Negative Amortization), if the Insured Mortgage contains provisions which provide for both an adjustable interest rate and negative amortization.

□ ALTA ENDORSEMENT 7-06 (Manufactured Housing), if a manufactured housing unit is located on the Land at Date of Policy.

□ ALTA ENDORSEMENT 7.1-06 (Manufactured Housing – Conversion; Loan)

□ ALTA ENDORSEMENT 8.1-06 (Environmental Protection Lien) – Paragraph b refers to the following state statute(s):

□ ALTA ENDORSEMENT 9-06 (Restrictions, Encroachments, Minerals)

□ ALTA ENDORSEMENT 14-06 (Future Advance – Priority)

□ ALTA ENDORSEMENT 14.1-06 (Future Advance – Knowledge)

□ ALTA ENDORSEMENT 14.3-06 (Future Advance – Reverse Mortgage)

□ ALTA ENDORSEMENT 22-06 (Location) The type of improvement is a one-to-four family residential structure and the street address is as shown above.]

[Witness clause optional]

BY: _____ PRESIDENT

BY: _____ SECRETARY

[bracketed material optional—one alternative must be chosen]

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, BLANK TITLE INSURANCE COMPANY, A CORPORATION, HEREIN CALLED THE "COMPANY," HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (6-17-06), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.



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SCHEDULE B

EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE INSURANCES

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

- 1. Those taxes and special assessments that become due or payable subsequent to Date of Policy. (This does not modify or limit the coverage provided in Covered Risk 11(b).)
- 2. Covenants, conditions, or restrictions, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
 - (a) the violation of those covenants, conditions, or restrictions on or prior to Date of Policy;
 - (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions, including those relating to environmental protection; and
 - (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated, or impaired.

As used in paragraph 2(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum attached to this policy.

- 3. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the improvements on any easement, and (b) any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
- 4. Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the Public Records; however, this policy insures against loss or damage arising from (a) any affect on or impairment of the use of the Land for residential one-to-four family dwelling purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights, and (b) any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights so leased, granted, excepted, or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.

NOTICES, WHERE SENT: Any notice of claim or other notice or statement in writing required to be given the Company under this policy must be given to the Company at the following address:



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ADDENDUM TO SHORT FORM RESIDENTIAL LOAN POLICY

Addendum to Policy Number: _____ [File Number: _____]

SCHEDULE B (Continued)

IN ADDITION TO THE MATTERS SET FORTH ON SCHEDULE B OF THE POLICY TO WHICH THIS ADDENDUM IS ATTACHED, THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) THAT ARISE BY REASON OF THE FOLLOWING:





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