Investors Title
INNOVATIVE BY INSTINCT

ITC ENDORSEMENT MANUAL

Second Edition

INTRODUCTION

How To Use This Manual

"Endorsements" to a policy or commitment are generated to modify, edit, delete, add or change any

a) pre-printed policy information (the "jacket") appearing in Covered Risks, Exclusions From Coverage, and Conditions; or
b) Schedule A and Schedule B text which has been created by the underwriter or agent and are specific to the transaction. See *"General Endorsements"* below.

Generally, endorsements affecting the pre-printed or "jacket" text must have standard wording, may need state filing and approval, and may not be amended or created by the underwriter or agent without authority by the Company. Contact Corporate Legal and Underwriting Services or any Attorney of this Company for such authority.

The endorsements listed in the following section are a collection of endorsements used by the Company in various states and for a variety of transactions. Other endorsements are enclosed for information purposes only. The text page preceeding each endorsement explains

- the use of the endorsement,
- states in which the endorsement is approved for use,
- states in which the endorsement is specifically prohibited from use, and/or
- if there is a state-specific version of the endorsement.

Note that if a state is not listed under **States where available for use** the endorsement is not available for use in that state and should not be used. Some endorsement forms require state filing due to the premium or rate filing, and not due to the content of the endorsement. ***Refer to the Rate Section of the state-specific Supplement as to the premium charge for any Endorsements.***

To access a copy of the endorsement, click on the endorsement name that is shown in BLUE FONT. The endorsement may be copied for use or may be added to the Company's Title Policy system as an exception. Note that many of the more commonly used endorsements are available under Forms in the Company's Title Policy system.

The following acronyms are used throughout this manual:

ALTA – refers to the American Land Title Association. ALTA is the association that regulates the title industry and creates standardized forms.
CLTA – is the acronym for California Land Title Association.
LATISSO – is the acronym for Lousiana Title Insurance Statistical Service Organization.
NJLTRB – is the acronym for New Jersey Land Title Insurance Rating Bureau.
OTIRB – is the acronym for Ohio Title Insurance Rating Bureau.
TIRBOP – is the acronym for the Title Insurance Rating Bureau of Pennsylvania.
TIRSA – is the acronym for Title Insurance Rate Service Association of New York.

This manual will be continually updated as endorsements are created and/or approved for use.

General Endorsements

Endorsements to Schedule A and Schedule B text are created by using a 'general endorsement'. General endorsements to amend Schedule A and Schedule B text typically do not require State filing or approval. Refer also to the General Underwriting Principles Manual for specific subject material and wording of exceptions and requirements.

The underwriter or agent is urged to be specific when creating a general endorsement. Identify the Schedule (A or B) and the item number under the Schedule, and further word the endorsement so the reader understands the change. For example:

to correct the owners (vested in) names in Schedule A:
"The above mentioned Owners Policy is hereby amended to correct item 1 under Schedule A to read:

James Doe and wife, Mary Doe"

to delete a Schedule B exception:
"The above mentioned policy is hereby amended to delete item No. 2 under Schedule B in its entirety."

to delete a Schedule B exception and substitute another exception in its place:
"The above mentioned policy is hereby amended to delete item No. 2 under Schedule B in its entirety, and to substitute the following in lieu thereof:

2. Plat of survey by John Doe, R.L.S., dated 10-1-94, shows power lines located on insured premises."

to add an exception to Schedule B:
"The above mentioned policy is hereby amended to add the following to Schedule B:

4. Easement to ABC Power Company, recorded in Book 123 at Page 456."

If an endorsement is requested which changes the Date of Policy, remember to check the existing policy exceptions and make necessary changes. Consider the following:

- Have taxes become due since initial Date of Policy?
- Are there any intervening liens since initial Date of Policy?
- Has the initial survey become outdated?
- Has a search and certification been obtained to and through the new Date of Policy?

Some endorsement requests require examination and modification of existing exceptions; for example, an existing policy with a survey exception may be subsequently endorsed to include survey coverage. After reviewing the survey, consider the following:

- Should the survey exception be deleted?
- Are there any matters shown on the survey which require exceptions?
- If the policy excepts to restrictions and/or setback lines, do said exceptions need modification?

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Special Title Insurance Endorsements for Commercial Transactions

By Holly H. Alderman (published September 12, 1994 in *North Carolina Lawyers Weekly*)

Endorsements

Abbreviated Form Endorsement

ABBREVIATED FORM ENDORSEMENT

Background

This endorsement incorporates by reference other endorsements which have been filed, if required, for use. Each endorsement requested by the lender should be selected by checking the appropriate box. Note, any individual premiums associated with any of the selected endorsements should still be charged. Refer to the *Rate Section* of the *State Supplements* for further discussion.

Usage

Use of this Endorsement is approved as needed.

Form

Unless otherwise noted, the Endorsement Form TIRBOP-PA Endorsement 1080 (Abbreviated Form Endorsement)-Loan Policy Only may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): Pennsylvania

Access

ACCESS: GENERAL DISCUSSION

Background

The ALTA Loan and Owner's Policy of Title Insurance (06-17-06) both contain Covered Risk Number 4 on the face of the policy jacket. This Covered Risk insures against "No right of access to and from the Land," unless there is a specific exception for an access issue shown under Schedule B. This statement does not speak to the quality of or location of the access, just to the fact that the insured will not suffer a loss due to an access issue.

Since the value of property can be affected dramatically by the type of access and the location of the right of access serving the property, many insureds want the additional coverage afforded by a special access endorsement. This endorsement expressly identifies the access serving the property.

For many commercial projects it is imperative that access be to a specifically designated dedicated and accepted right-of-way. For example, although a shopping center tract may be located at the corner of two right-of-ways which are publicly-dedicated and accepted, one of such right-of-ways may have built-up medians preventing access to one direction of traffic. In contrast, the other dedicated and accepted right-of-way may have controlled access with protected left-hand turn signals facilitating traffic flow.

Similarly, certain streets have greater traffic flow, but these are usually streets that have limited curb cut permits. Thus, the purpose of the access endorsement is to obtain the title insurance company's indemnity against any loss or damage resulting from the inability to access the property from the more desirable publicly dedicated and accepted right-of-way specified in the endorsement as providing access to the insured property.

Absent direct access to a public road by either abutting a public road or by dedication of a roadway to be public, the title searcher must determine if there is an easement or other means of access. Some easements are express, and must meet the requirements of the Statute of Frauds and the essential elements of a deed. Other types of easements involve circumstances in which the laws imply an easement where there is no express grant, and still others require statutory proceedings. If an easement has been created, the title to the property over which the easement lies must be searched. The purpose of this search is to make sure the person granting the easement had the right to do so and that there are no objections to title to the easement.

On October 22, 2003, ALTA adopted ALTA Endorsement 17 (Access and Entry) as a method to give greater access coverage to the Insured. In addition, ALTA also adopted (i) ALTA Endorsement 17.1 (Indirect Access and Entry) on January 17, 2004 to give access coverage to an insured that has access via an easement; and (ii) ALTA 17.2 (Utility Access in October 2008 to give coverage for access to utility services.

ALTA 17-06: ACCESS AND ENTRY

Background

In commercial transactions, the Insured frequently requires protection for the lack of "actual" access to the land from a public street. In developing the ALTA Endorsement 17-06 Access and Entry, ALTA recognized the need in the marketplace for a more expansive coverage for access issues. Accordingly, the ALTA 17-06 provides protection for the lack of "actual vehicular and pedestrian access" to and from a specifically named publicly maintained and open street. In addition, the access endorsement gives coverage to the Insured of the right to use the existing curb cuts or entries along such street abutting the land.

The ALTA 17-06 may be used with a Loan Policy or an Owner's Policy. ALTA also designed the ALTA 17-06 to be utilized on either residential or commercial transactions.

Requirements

In order to give the ALTA 17-06 to the Insured, the title insurance company may require a survey showing actual access to the Public Street as well as satisfactory evidence that the street is publicly maintained and physically open. Moreover, evidence of the right to use the existing curb cuts or entries off the street may also be required for issuance of either endorsement. In states where attorney certification of title is prevalent, the title insurance company may depend on said certification to fulfill the evidence requirements; however, in non-attorney states or when the attorney is unwilling to certify to such items, the underwriter may obtain such evidence from local municipal authorities or from a surveyor's certification.

Make the following requirement on all transactions:

ALTA17 Upon receipt of:

(a) evidence that the appropriate curb cut permits have been granted;
(b) a survey which favorably reflects the existence of access to the desired publicly-dedicated and accepted right-of-way; OR
(c) other acceptable evidence that affirmatively confirms what the title insurance company will be insuring,

The ALTA 17-06 in the form attached hereto, but completed as is appropriate, will be attached to the ^ (loan or owner's) policy.

Usage

Use of the access endorsement is approved upon examination of a survey and the above-mentioned certifications.

Form

The ALTA 17-06 Endorsement can be attached to either the 2006 or 2021 Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 17-06 may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: When issuing said endorsements, “blanks” located on the endorsements must be completed by the underwriter for the endorsements to be effective. On the ALTA 17-06, the name of the street to which the land has access must be noted on the endorsement.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Access Endorsement)
North Carolina
Ohio
Pennsylvania (use PA-1200 or PA-1201)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 17.1-06: INDIRECT ACCESS AND ENTRY

Background

In commercial transactions, the Insured frequently requires protection for the lack of "actual" access to the land from a public street. In developing the ALTA Endorsement 17.1-06 Indirect Access and Entry, ALTA recognized the need in the marketplace for a more expansive coverage for access issues. Accordingly, the ALTA 17.1-06 provides protection for the lack of "actual vehicular and pedestrian access" to and from a specifically named publicly maintained and open street. In addition, the access endorsement gives coverage to the Insured ~~insured~~ of the right to use the existing curb cuts or entries along such street abutting the land. Although the ALTA 17-06 and ALTA 17.1-06 have similar coverage for the Insured ~~insured~~, one major difference exists between the two endorsements: the ALTA 17.1-06 is designed to be used when the Insured has "indirect" access to a public street through an access easement.

The ALTA 17.1-06 may be used with a Loan Policy or an Owner's Policy. ALTA also designed the ALTA 17.1-06 to be utilized on either residential or commercial transactions.

Requirements

In order to give the ALTA 17.1-06 to the Insured, the title insurance company may require a survey showing actual access to the public street as well as satisfactory evidence that the street is publicly maintained and physically open. Moreover, evidence of the right to use the existing curb cuts or entries off the street may also be required for issuance of either endorsement. In states where attorney certification of title is prevalent, the title insurance company may depend on said certification to fulfill the evidence requirements; however, in non-attorney states or when the attorney is unwilling to certify to such items, the underwriter may obtain such evidence from local municipal authorities or from a surveyor's certification.

Make the following requirement on all transactions:

ALTA17 Upon receipt of:

(a) evidence that the appropriate curb cut permits have been granted;
(b) a survey which favorably reflects the existence of access to the desired publicly-dedicated and accepted right-of-way; OR
(c) other acceptable evidence that affirmatively confirms what the title insurance company will be insuring,

The ALTA 17.1-06 in the form attached hereto, but completed as is appropriate, will be attached to the ^ (loan or owner's) policy.

Usage

Use of the access endorsement is approved upon examination of a survey and the above-mentioned certifications.

Form

The ALTA 17.1-06 Endorsement can be attached to either the 2006 or 2021 Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 17.1-06 may be COPIED for use or may be computer generated.

Special Instructions

When issuing said endorsements, "blanks" located on the endorsements must be completed by the underwriter for the endorsements to be effective. On the ALTA 17.1-06, the parcel numbers or other identifying features of the easement and the land must be added to the endorsement along with the name of the street to which the land has access through the access easement.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio
Pennsylvania (use PA 1210 or PA 1211)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 17.2-06: UTILITY ACCESS

Background
In October 2008, ALTA adopted the ALTA Endorsement 17.2-06 Utility Access as a new type of access coverage for utilities. The ALTA 17.2-06 provides coverage against loss or damage sustained by the Insured because of a lack of access to utility services over easements because of a gap or gore between the boundaries of the Land and the easement, a gap between the boundaries of the easements themselves, or a grantor's termination of the easements. The ALTA 17.2-06 contains a "check the box" section for the utility easements which affect the Land.

Requirements
The ALTA 17.2-06 may be issued upon receipt of a satisfactory survey or other evidence confirming the easements and/or rights-of-way affecting the Land without gaps or gores. In addition, copies of said easements and/or rights-of-way may be reviewed for termination clause information along with said survey to provide this coverage.

Usage
The ALTA 17.2-06 Endorsement can be attached to either the 2006 or 2021 Loan and/or Owner's Policy of Title Insurance upon examination of a survey or other evidence as stated above. The ALTA 17.2-06 is designed to be used with commercial transactions.

Form
Unless otherwise noted, the Endorsement Form ALTA 17.2-06 may be COPIED for use or may be computer generated.

Special Instructions
When issuing said endorsement, the check boxes and/or "blanks" located on the endorsement must be completed by the underwriter for the endorsement to be effective.

States where available for use
The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio

Pennsylvania (use PA 1550 for the Owner and PA 1551 for the Lender)
South Carolina
Tennessee
Virginia
West Virginia

Adjustable, Balloon, Convertible, Revolving, Swap, Variable and Any Loan Wherein Interest and/or Principal is Affected

ADDITIONAL CONTINGENT INTEREST (ACI) ENDORSEMENT

Background

This endorsement insures the Lender against loss or damage by reason of the invalidity or unenforceability of the Insured Mortgage resulting from provisions of "additional interest." Additional Interest means those amounts calculated pursuant to the formula provided in the Insured Mortgage.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Additional Contingent Interest (ACI) may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

NOTE: this endorsement is specifically prohibited for use in the following states: Florida (see *Additional Interest Endorsement*)

ADDITIONAL INTEREST ENDORSEMENT

Background

This endorsement insures the Lender against loss or damage by reason of the invalidity or unenforceability of the Insured Mortgage resulting from provisions of "additional interest." Additional Interest means those amounts calculated pursuant to the formula provided in the Insured Mortgage.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Additional Interest may be COPIED for use or may be computer generated.

Special Instructions

Fill in the blank (TIRSA endorsement only).

States where available for use

The above endorsement may only be used in the following state(s):

Florida (use Florida Additional Interest)
New York (use TIRSA Endorsement for Additional Interest)

BALLOON MORTGAGE ENDORSEMENT (FNMA)

Background

In early 1990 FNMA announced its Balloon Mortgage Program which provides a short-term mortgage loan with a balloon. The borrower can negotiate a new loan and interest rate when the balloon falls due. FNMA also devised the title insurance endorsement that it wanted with this program.

Usage

Use of this endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Balloon Mortgage as follows may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this Balloon Mortgage)
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
Nebraska (use this Balloon Mortgage)
New York (use this TIRSA Fannie Mae Mortgage Endorsement)
North Carolina
Pennsylvania (use TIRBOP-PA Endorsement 1020 (FNMA Balloon Mortgage)-Loan Policy only)
South Carolina
Tennessee
Virginia
West Virginia

Conditional Right to Refinance Endorsement

Background

This endorsement insures the validity of the lender's mortgage notwithstanding the provisions for a Conditional Right to Refinance as set forth in the Mortgage Rider.

Usage

Use of this endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Conditional Right to Refinance may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
Pennsylvania (use PA-2)
South Carolina
Tennessee
Virginia
West Virginia

NOTE: this endorsement is specifically prohibited for use in the following states: Florida

CONSTRUCTION LOAN ENDORSEMENTS - MICHIGAN ONLY

Background

The Construction Loan Mechanic's Lien Coverage Endorsement to Commitment (MI-314-06) is designed to be used with the Commitment when a request is made to insure a construction loan. It does not provide any insurance, but its purpose is to disclose the changes to paragraph 11 of the 2006 ALTA Loan Policy and the manner in which draws will be insured under the Policy. It advises the proposed insured to contact the insurer to make arrangements to meet the requirements the Company imposed to provide the lender the requested unrecorded construction lien coverage. The endorsement is not issued with the Policy.

The Construction Loan Pending Disbursement Endorsement (MI-315-06) is designed to be issued with the 2006 ALTA Loan Policy when insuring construction loan mortgages. This endorsement limits the Amount of Insurance provided by the Policy to the amount of loan proceeds disbursed at Date of Policy, which amount is stated in the endorsement. The endorsement replaces the provisions of insuring provision 11 of the 2006 ALTA Loan Policy (the coverage provisions with respect to construction or mechanic's liens). The coverage under this endorsement against unrecorded construction or mechanic's liens limits the coverage to the liens arising from labor services and materials provided prior to the date identified in the endorsement. This date is generally the date of the sworn statement provided to the Company by the general contractor. The endorsement provides for the extension of the coverage date through the issuance of disbursement endorsements.

The Construction Loan Disbursement Endorsement (MI-316-06) is designed to be used with the 2006 ALTA Loan Policy insuring a construction loan mortgage. This endorsement is issued only when the policy has been issued with the Construction Loan Pending Disbursement Endorsement. The endorsement increases the Amount of Insurance by the amount of the lender's construction loan advance and extends the Date of Policy and construction lien coverage dates to the dates specified in the endorsement.

The Construction Loan - Line of Credit Disbursement Endorsement (MI-317-06) is the same as the Construction Loan Disbursement Endorsement except that it permits the recognition of loan repayment and additional advances after repayments under a line of credit construction loan.

The Construction Loan Endorsement to Reinstate Paragraph 11 of Policy (MI-318-06) is designed to be issued with the 2006 ALTA Loan Policy when a construction loan mortgage is also the permanent loan. This endorsement restores paragraph 11 of the Policy to its original policy paragraph. This endorsement is designed to be issued after the final insured advance (or disbursement) under a construction loan is made and after 90 days has elapsed since the completion of the improvement.

Usage

Use of these Endorsements is approved if the above conditions are met.

Form

The MI-314-06, MI-315-06, MI-316-06, MI-317-06 and MI-318-06 can only be issued with the ALTA 2006 Loan Policy. All endorsements related to the ALTA 1992 Loan Policy have been removed from this section. Unless otherwise noted, these Endorsement Forms may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsements may only be used in the following state(s):

Michigan

CONVERTIBLE ADJUSTABLE-RATE ENDORSEMENT

Background

In an effort to accommodate the variety of borrower's needs, lenders have created a hybrid between the adjustable-rate mortgage and the fixed rate mortgage, commonly known as the convertible adjustable-rate mortgage. During the first few years of the loan's term the borrower has the advantage of paying interest based on an adjustable rate, which historically is lower than the fixed rate offered. As interest rates climb, the borrower typically would refinance the loan to lock-in at a fixed rate. The convertible adjustable rate provides the borrower with an option to convert the loan to a fixed rate mortgage at some point in the future.

The borrower's decision to exercise such an option would be an event that would occur subsequent to the date of the policy. Under Paragraph 3(d) of the Exclusions From Coverage, the ALTA Loan policy specifically excludes those matters which occur subsequent to the policy date. Consequently, any loss or damage by reason of the invalidity or unenforceability of the lien of the Insured Mortgage resulting from borrower's exercise of such an option would be excluded from coverage.

The convertible adjustable-rate endorsement expressly insures against such loss or damage. Additionally, the convertible adjustable-rate endorsement insures against loss or damage resulting from the loss of priority caused by changes in the rate of interest and/or the borrower's exercise of his option to convert the loan to a fixed rate mortgage. Similar to the language of the revolving line of credit endorsement, "changes in the rate of interest" is defined as those changes calculated pursuant to the formula provided in the Insured Mortgage at the date of the policy.

Requirements

In order to obtain this endorsement, title insurance companies require the certifying attorney to inform the issuing company that the Insured Mortgage contains an option to convert its adjustable rate to a fixed rate. If the lender intends to require that an amendment or modification of the deed of trust be recorded when such option is exercised, then the title insurance company also will advise the certifying attorney that he will be required to provide an up-date and recertification of title at the time said amendment or modification is recorded. Provided the updated examination of title reflects that there are no intervening liens that would affect the first lien status of the Insured Mortgage by reason of such amendment or modification, the coverage will be continued.

Usage

Use of this endorsement is approved upon request, complying with the above-mentioned conditions.

Form

Unless otherwise noted, the Endorsement Form Convertible Adjustable Rate may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
Nebraska (use this Convertible Adjustable Rate)
New York (use this TIRSA Variable Rate Motrgage Endorsement-Fixed Rate Conversion)
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

NOTE: this endorsement is specifically prohibited for use in the following states: Florida

LATISSO COLLATERAL MORTGAGE ENDORSEMENT

Background

The LATISSO 100 Collateral Mortgage is similar to the ALTA 14 (Future Advance Endorsement) but is designed to be used in conjunction with a Collateral Mortgage only. The use of the endorsement requires the perfection of the security interest in the mortgage by the pledge of the collateral mortgage note. This endorsement provides coverage to the insured lender against loss or damage sustained by reason of the invalidity or loss of priority of the Insured Mortgage lien as security for each future advance (with certain exceptions – see below). In addition, it provides coverage over the invalidity or loss of priority of the Insured Mortgage as security for the unpaid indebtedness and future advances resulting from: (1) re-advances and repayments of indebtedness; (2) lack of outstanding indebtedness before an advance; or (3) failure to comply with state law requirements to secure advances. This endorsement does NOT provide coverage for loss or damage resulting from the following: (1) future advances made after the filing of a petition for relief under the Bankruptcy Code; (2) loss of priority of future advances to real estate taxes or assessments arising post-policy; (3) loss of priority to a federal tax lien of any future advance made more than 45 days after filing of notice of such federal tax lien; (4) loss of priority of future advances to an environmental protection line; (5) usury; and (6) loss of priority due to termination, remission or release of possession of the Collateral Mortgage Note.

Requirements

The LATISSO 100 endorsement is designed to be used only with a Loan Policy; however, it may be used with both residential and commercial transactions. When issuing the endorsement, no "blanks" need to be completed to give the endorsement. In order to give the endorsement to the lender, the title insurance company may require satisfactory evidence that the insured collateral mortgage instrument is in compliance with the applicable state law concerning future advances. It may be used for both straight and revolving line of credit situations.

Make the following requirement on all transactions:

LATISSO 100 The following are required in order to issue the LATISSO 100 Endorsement. The collateral mortgage must:

1. The collateral mortgage must have a perfected security interest in a currently existing collateral mortgage note;
2. Disclose the maximum amount to be secured; and
3. Disclose the maximum time period for advances, not to exceed state limitations.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS.

Form

Unless otherwise noted, the LATISSO 100 Collateral Mortgage Endorsement may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Louisiana

LATISSO MULTIPLE INDEBTEDNESS MORTGAGE ENDORSEMENT

Background

The LATISSO 101 Multiple Indebtedness Mortgage Endorsement is similar to the ALTA 14 (Future Advance Endorsement) but is designed to be used in conjunction with a Multiple Indebtedness Mortgage only. This endorsement provides coverage to the insured lender against loss or damage sustained by reason of the invalidity or loss of priority of the Insured Mortgage lien as security for each future advance (with certain exceptions – see below). In addition, it provides coverage over the invalidity or loss of priority of the Insured Mortgage as security for the unpaid indebtedness and future advances resulting from: (1) re-advances and repayments of indebtedness; (2) lack of outstanding indebtedness before an advance; or (3) failure to comply with state law requirements to secure advances. This endorsement does NOT provide coverage for loss or damage resulting from the following: (1) future advances made after the filing of a petition for relief under the Bankruptcy Code; (2) loss of priority of future advances to real estate taxes or assessments arising post-policy; (3) loss of priority to a federal tax lien of any future advance made more than 45 days after filing of notice of such federal tax lien; (4) loss of priority of future advances to an environmental protection line; and (5) usury.

Requirements

The LATISSO 101 endorsement is designed to be used only with a Loan Policy; however, it may be used with both residential and commercial transactions. When issuing the endorsement, no "blanks" need to be completed to give the endorsement. In order to give the endorsement to the lender, the title insurance company may require satisfactory evidence that the insured multiple indebtedness mortgage instrument is in compliance with the applicable state law concerning future advances. It may be used for both straight and revolving line of credit situations.

Make the following requirement on all transactions:

LATISSO 101 The following are required in order to issue the LATISSO 101 Endorsement. The collateral mortgage must:

1. Recordation of a valid multiple indebtedness mortgage pursuant to Civil Code Article 3298;
2. Disclose the maximum amount to be secured; and
3. Disclose the maximum time period for advances, not to exceed state limitations.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS.

Form

Unless otherwise noted, the LATISSO 101 Multiple Indebtedness Mortgage Endorsement may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): Louisiana

PARTICIPATING MORTGAGE ENDORSEMENT (INSURING VALIDITY & PRIORITY & SPECIFYING AMOUNT OF ADDITIONAL COVERAGE)

Background

When the loan documents grant the lender a right to receive (i) a participating interest in the profits of the collateral, (ii) a share of the appreciation in the value of the collateral or (iii) other contingent interest, such right is subject to contingencies which may or may not be satisfied. Since the event that will trigger the lender's right to such contingent interest is an event that will occur subsequent to the effective date of the policy, Paragraph 3(d) of the Exclusions From Coverage under the ALTA Loan policy would allow the title insurance company to deny coverage for loss or damage incurred by the lender due to the loan provisions for contingent interest.

Borrowers are reluctant to share their good fortune with their lenders and therefore, these provisions are not common during healthy economic periods. Conversely, when the lender does not want to take back the property and the borrower does not wish to file for bankruptcy, both may be willing to include such terms to make a workout agreement palatable. In such a workout agreement the lender may agree to compute the monthly interest payable based on a formula that is tied to the income stream generated by the collateral. To the extent the income stream does not produce a minimum rate of interest, the deficient amount of interest is added to principal and thus the loan will have the characterization of negative amortization. In return for the lender's willingness to accept less than its customary interest rate when the income stream of the collateral cannot then support it, the lender may require the borrower to share any appreciation in value obtained upon the sale of the property. After aiding the borrower through difficult financial times, the lender wants to ensure that it will share in any appreciation that may be attributable solely to a rebound in the market.

As alluded to above, one of the characteristics of a participating interest mortgage is that with the passage of time the indebtedness to be secured may exceed the face of the note. Therefore, the lender may desire to increase the policy coverage to an amount which represents 120% to 150% of the face amount of the note.

The purpose of the participating interest, shared appreciation or contingent mortgage endorsement is to provide the lender with coverage for loss or damage incurred due to the invalidity or unenforceability of the lien of the Insured Mortgage resulting from the provisions therein which provide for additional interest subsequent to the date of the policy or for loss or damage incurred due to the loss of priority of the lien of the Insured Mortgage as security for (i) the unpaid principal balance of the loan; (ii) the stated interest; (iii) the additional interest, which loss of priority is caused by the provisions in the Insured Mortgage for payment or allocation to the insured of any additional interest.

Requirements

In order to obtain this endorsement, the certifying attorney must provide the title insurance company with sufficient information to confirm that the terms relative to the participating interest are not onerous or otherwise unconscionable under the circumstances. Additionally, it must be clear that the lender is not acting in the role of a joint venturer or partner with the borrower. In the event the lender is deemed to be a joint venturer or partner with the borrower, there is a strong likelihood that all of the participating interest would be treated as an equity investment and consequently, the priority of the insured lien, or its priority at least to the extent of such participating interest, would be lost.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Participating Mortgage Endorsement (Insuring Validity & Priority & Specifying Amount of Additional Coverage) may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
Pennsylvania (use PA-6)
South Carolina
Tennessee
Virginia
West Virginia

NOTE: this endorsement is specifically prohibited for use in the following states: Florida

PARTICIPATING MORTGAGE ENDORSEMENT (INSURING VALIDITY & PRIORITY)

Background

When the loan documents grant the lender a right to receive (i) a participating interest in the profits of the collateral, (ii) a share of the appreciation in the value of the collateral or (iii) other contingent interest, such right is subject to contingencies which may or may not be satisfied. Since the event that will trigger the lender's right to such contingent interest is an event that will occur subsequent to the effective date of the policy, Paragraph 3(d) of the Exclusions From Coverage under the ALTA Loan policy would allow the title insurance company to deny coverage for loss or damage incurred by the lender due to the loan provisions for contingent interest.

Borrowers are reluctant to share their good fortune with their lenders and therefore, these provisions are not common during healthy economic periods. Conversely, when the lender does not want to take back the property and the borrower does not wish to file for bankruptcy, both may be willing to include such terms to make a workout agreement palatable. In such a workout agreement the lender may agree to compute the monthly interest payable based on a formula that is tied to the income stream generated by the collateral. To the extent the income stream does not produce a minimum rate of interest, the deficient amount of interest is added to principal and thus the loan will have the characterization of negative amortization. In return for the lender's willingness to accept less than its customary interest rate when the income stream of the collateral cannot then support it, the lender may require the borrower to share any appreciation in value obtained upon the sale of the property. After aiding the borrower through difficult financial times, the lender wants to ensure that it will share in any appreciation that may be attributable solely to a rebound in the market.

As alluded to above, one of the characteristics of a participating interest mortgage is that with the passage of time the indebtedness to be secured may exceed the face of the note. Therefore, the lender may desire to increase the policy coverage to an amount which represents 120% to 150% of the face amount of the note.

The purpose of the participating interest, shared appreciation or contingent mortgage endorsement is to provide the lender with coverage for loss or damage incurred due to the invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for additional interest subsequent to the date of the policy or for loss or damage incurred due to the loss of priority of the lien of the insured mortgage as security for (i) the unpaid principal balance of the loan; (ii) the stated interest; (iii) the additional interest, which loss of priority is caused by the provisions in the insured mortgage for payment or allocation to the insured of any additional interest.

Requirements

In order to obtain this endorsement, the certifying attorney must provide the title insurance company with sufficient information to confirm that the terms relative to the participating interest are not onerous or otherwise unconscionable under the circumstances. Additionally, it must be clear that the lender is not acting in the role of a joint venturer or partner with the borrower. In the event the lender is deemed to be a joint venturer or partner with the borrower, there is a strong likelihood that all of the participating interest would be treated as an equity investment and consequently, the priority of the insured lien, or its priority at least to the extent of such participating interest, would be lost.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Participating Mortgage Endorsement (Insuring Validity & Priority) may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

NOTE: this endorsement is specifically prohibited for use in the following states: Florida

ALTA 14: FUTURE ADVANCE – PRIORITY

Background

The ALTA Endorsement 14 Future Advance – Priority is the primary future advance endorsement to be utilized most frequently by lenders. In addition to its future advance coverage for the lender, the ALTA 14 also contains variable rate coverage comparable to the coverage found in the ALTA 6. The ALTA 14 provides coverage to the Insured Mortgage against loss or damage sustained by reason of the invalidity or loss of priority of the Insured Mortgage lien as security for each future advance (with certain exceptions – see below). In addition, it provides coverage over the invalidity or loss of priority of the Insured Mortgage ~~insured mortgage~~ as security for the unpaid indebtedness and future advances resulting from: (1) re-advances and repayments of indebtedness; (2) lack of outstanding indebtedness before an advance; or (3) failure to comply with state law requirements to secure advances. This endorsement also addresses coverage against loss or damage to the insured lender because of variable interest rates.

NOTE: The ALTA 14-06 does NOT provide coverage for loss or damage resulting from the following: (1) future advances made after the filing of a petition for relief under the Bankruptcy Code; (2) loss of priority of future advances to real estate taxes or assessments arising post-policy; (3) loss of priority to a federal tax lien of any future advance made more than 45 days after filing of notice of such federal tax lien; (4) loss of priority of future advances to an environmental protection line; (5) usury; and (6) [optional] loss of priority of a future advance to a mechanics' and materialmen's lien.

The ALTA 14 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 14-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 14 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 14-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

The ALTA 14 is designed to be used only with a Loan Policy; however, it may be used with both residential and commercial transactions. When issuing the ALTA 14~~-06~~, no "blanks" need to be completed to give the endorsement. In order to give the ALTA 14~~-06~~ to the lender, the title insurance company may require satisfactory evidence that the Insured Mortgage, deed of trust, or other instrument is in compliance with the applicable state law concerning future advances. It may be used for both straight and revolving line of credit situations. The ALTA 14~~-06~~ is designed to be attached to a Loan policy where future advances are considered "obligatory" in the loan as long as the borrower is not in default.

Make the following requirement on all transactions:

ALTA14 To issue the ALTA Endorsement 14-06 the Deed of Trust or Mortgage must:

(a) Disclose that it secures future advances and complies with state requirements for disclosure of future advances;
(b) Disclose the maximum amount to be secured;
(c) Disclose the maximum time period for advances, not to exceed state limitations; AND

(d) Where expressly agreed to in the loan document, each advance must be evidenced by a separate note that specifically references the Mortgage that is intended to secure such advance.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS.

Form

The ALTA 14-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 14 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 14-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 14 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 14-06-FL)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 14-06)
Maryland
Michigan
Minnesota (use this ALTA 14-06)
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use NJRB 5-107)
North Carolina
Ohio (use this ALTA 14-06)
Pennsylvania (use the TIRBOP 1530)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 14.1: FUTURE ADVANCE – KNOWLEDGE

Background

The ALTA Endorsement 14.1 Future Advance – Knowledge gives substantially the same coverage as the ALTA 14 endorsement with one key difference: the ALTA 14.1 does not give affirmative coverage to the Insured for the loss of priority of an advance made after the Insured has knowledge of the existence of intervening liens or other matters affecting the Land. The ALTA 14.1 shall be used in states where optional advances will not have priority if the insured lender has notice of a subordinate lien before the lender makes the advance. Similar to the ALTA 14, the ALTA 14.1 may be used only with a Loan Policy for both commercial and residential transactions.

NOTE: The ALTA 14.1 does NOT provide coverage for loss or damage resulting from the following: (1) future advances made after the filing of a petition for relief under the Bankruptcy Code; (2) loss of priority of future advances to real estate taxes or assessments arising post-policy; (3) loss of priority to a federal tax lien of any future advance made more than 45 days after filing of notice of such federal tax lien; (4) loss of priority of any future advance made after the insured has knowledge of the existence of liens affecting the property which occur between the date of policy and the future advance; (5) loss of priority of future advances to an environmental protection lien; (6) usury; and (7) [optional] loss of priority of a future advance to a mechanics' and materialmen's lien.

Requirements

When issuing the ALTA 14.1, no "blanks" need to be completed to give the endorsement. In order to give the ALTA 14.1 to the lender, the title insurance company may require satisfactory evidence that the insured mortgage, deed of trust, or other instrument is in compliance with the applicable state law concerning future advances.

The ALTA 14.1 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 14.1-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 14.1 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 14.1-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Make the following requirement on all transactions:

ALTA14.1 To issue the ALTA Endorsement 14.1 the Mortgage must:

(a) Disclose that it secures future advances and complies with state requirements for disclosure of future advances;
(b) Disclose the maximum amount to be secured;
(c) Disclose the maximum time period for advances, not to exceed state limitations; AND
(d) Where expressly agreed to in the loan document, each advance must be evidenced by a separate note that specifically references the ~~deed of trust or~~ Mortgage that is intended to secure such advance.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS. This endorsement is an optional advance endorsement and shall be used when the lender is making discretionary (not obligatory) advances.

Form

The ALTA 14.1-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 14.1 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 14.1-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 14.1 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 14.1-06-FL)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 14.1-06)
Maryland
Michigan
Minnesota (use this ALTA 14.1-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 14.1-06)
Pennsylvania (use the TIRBOP 1540)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 14.2: FUTURE ADVANCE – LETTER OF CREDIT

Background

The ALTA Endorsement 14.2 Future Advance – Letter of Credit was created for issuance with mortgages securing future advances under a letter of credit, surety (bond) agreement, or a reimbursement agreement. Unlike the ALTA 14 and the ALTA 14.1, the ALTA 14.2 does not provide variable rate coverage to the lender.

The ALTA 14.2 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 14.2-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 14.2 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 14.2-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Like its predecessors, the ALTA 14.2 may only be used for the Loan Policy. Due to the nature of the financing involved, the ALTA 14.2 may only be used on commercial transactions. When issuing the ALTA 14.2, no “blanks” need to be completed to give the endorsement. In order to give the ALTA 14.2 to the lender, the title insurance company may require satisfactory evidence that the Insured Mortgage is in compliance with the applicable state law concerning future advances.

Make the following requirement on all transactions:

ALTA14.2 To issue the ALTA Endorsement 14.2~~-06~~ the Mortgage must:

(a) Disclose that it secures future advances and complies with state requirements for disclosure of future advances;
(b) Disclose the maximum amount to be secured;
(c) Disclose the maximum time period for advances, not to exceed state limitations;
(d) Where expressly agreed to in the loan document, each advance must be evidenced by a separate note that specifically references the Mortgage that is intended to secure such advance; and
(e) Verification that the Mortgage expressly secures reimbursement to the lender of advances pursuant to a Reimbursement Agreement executed in connection with the issuance by the lender of an existing letter of credit, surety or other reimbursement obligation.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS. This endorsement is designed to be used in applicable jurisdictions where the Insured Mortgage is securing advances under a letter of credit, bond or reimbursement agreement.

Form

The ALTA 14.2-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 14.2 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 14.2-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 14.2 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 14.2-06)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 14.2-06)
Maryland
Michigan
Minnesota (use this ALTA 14.2-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 14.2-06)
Pennsylvania (use PA-1150)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 14.3: FUTURE ADVANCE – REVERSE MORTGAGE

Background

The ALTA Endorsement 14.3 Future Advance – Reverse Mortgage is used to provide future advance protection to the lender with the property is secured by a reverse mortgage.

A reverse mortgage is a special type of home loan that allows a homeowner to convert a portion of the equity in his or her home into cash. The equity built up over years of home mortgage payments can be paid to the borrower, typically in installment payments over a term of years. Unlike a traditional home equity loan or second mortgage, no repayment is required until the borrower(s) no longer use the home as their principal residence or upon their death. Federal lending guidelines require the borrower to be at least 62 years of age in order to qualify for a federally backed reverse mortgage.

The coverage provided by this endorsement is essentially the same as the coverage provided by the ALTA 14 but has been tailored to deal with specific features of a reverse mortgage. In addition to the standard ALTA 14~~-06~~ coverage, the 14.3 insures the lender against loss in the event that the borrower is not 62 years old at the date of policy. This endorsement also protects the lender in the event that the mortgage loses priority due to the failure to state the term of the Advance, or the failure to state the maximum amount secured by the mortgage. This endorsement contains the same exclusions as the ALTA 14.

The ALTA 14.3 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 14.3-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 14.3 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 14.3-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

The ALTA 14.3 is designed to be used only with a Loan Policy on improved residential property. When issuing this endorsement, no blanks need to be completed. In order to issue this endorsement, make the following requirement:

ALTA14.3 To issue the ALTA Endorsement 14.3 the Company must receive:

(a) Attorney Certification or verification that the mortgage discloses that it is a reverse mortgage and that the mortgage complies with applicable state requirements for the insurance of a proper Future Advances mortgage.
(b) Attorney Certification or verification by review of government issued photo identification that each mortgagor is at least 62 years of age.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS.

Form

The ALTA 14.3-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 14.3 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 14.3-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 14.3 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 14.3-06-FL)
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Minnesota (use this ALTA 14.3-06)
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Reverse Mortgage Endorsement)
North Carolina
Ohio
Pennsylvania (use TIRBOP PA Endorsement 1220 (ALTA Endorsement 14.3-06) (Future Advance-Reverse Mortgage))
South Carolina
Tennessee
Virginia
West Virginia

REVOLVING: *REVOLVING CREDIT ENDORSEMENT: FLORIDA*

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Revolving Credit Endorsement: Florida may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): **Florida**

REVOLVING: REVOLVING CREDIT LOANS ENDORSEMENT (OPTIONAL ADVANCES)

Background

Lender's coverage under a policy of title insurance diminishes as the principal of the debt is reduced except for certain amounts advanced by the lender to protect its security. New indebtedness created after the policy date is excluded from coverage. This endorsement was promulgated to provide protection to lenders making loans to persons under a revolving line of credit in a typical circumstance where there will be advances and paybacks during the life of the credit arrangement. The endorsement provides assurances to the lender that advances made in accordance with the lender's agreement will be included within the insurance coverage subject to certain limitations. The endorsement will also provide a measure of priority coverage with regard to such subsequently made advances subject to limitations contained in the endorsement. The coverage is issued at the time the title policy is issued insuring the lien of the mortgage. Title insurance is written for the maximum amount of the credit line. This coverage contemplates that the advances made are optional.

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Revolving Credit Loans Endorsement (Optional Advances) may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
Nebraska (use this Revolving – Optional Advances)
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

REVOLVING: *REVOLVING CREDIT / VARIABLE RATE: OWNER OCCUPIED, ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY, MICHIGAN*

Background

This endorsement provides coverage to the insured lender against loss sustained by reason of a loss of priority as to future advances (with certain exceptions) made pursuant to a note or revolving credit loan agreement secured by the Insured Mortgage. It also provides coverage against loss caused by invalidity, unenforceability or loss of priority due to provisions in the loan providing for variable interest rates.

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Revolving Credit/Variable Rate: Owner Occupied, One-To-Four Family Residential Property may be copied for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s): Michigan (use MI-309a)

REVOLVING: *TIRSA RESIDENTIAL REVOLVING CREDIT ENDORSEMENT*

Background
This "revolving" endorsement is approved for use in New York only and for residential property.

Usage
Use of this Endorsement is approved upon request.

Form
Unless otherwise noted, the Endorsement Form TIRSA RCE-1-Residential Revolving Credit Endorsement may be COPIED for use or may be computer generated.

States where available for use
The above endorsement may only be used in the following state(s): **New York**

REVOLVING: *TIRSA COMMERCIAL REVOLVING CREDIT ENDORSEMENT*

Background
This "revolving" endorsement is used in New York for commercial property only.

Usage
Use of this Endorsement is approved upon request.

Form
Unless otherwise noted, the following Endorsement Forms may be COPIED for use or may be computer generated:

TIRSA RCE-2: Commercial Revolving Credit Endorsement: For Commercial Credit Line Mortgages which secure a maximum principal indebtedness of less than $3,000,000

TIRSA RCE-3: Commercial Revolving Credit Endorsement (Limited Term Special Coverage): For Commercial Credit Line Mortgages which secure a maximum principal indebtedness of less than $3,000,000

TIRSA RCE- 4: Commercial Revolving Credit Endorsement: For Commercial Credit Line Mortgages which secure a maximum principal indebtedness of $3,000,000 or more

States where available for use
The above endorsements may only be used in the following state(s): **New York**

ALTA 30: Shared Appreciation Mortgage

Background

A shared appreciation mortgage is an alternative borrowing option for residential property owners. In a shared appreciation transaction the lender offers the borrower an interest rate that is typically below the prevailing rate. In exchange for the reduced interest rate, the lender is entitled to a percentage of the increased value of the property in the event that it is sold.

The ALTA Endorsement 30 Shared Appreciation Mortgage provides the lender with insurance against loss or damage due to the invalidity or unenforceability of the lien caused by the provisions for shared appreciation or loss of priority of the lien of as security for the indebtedness caused by the provisions for shared appreciation. The ALTA 30~~-06~~ does not insure against loss or damage based upon usury; consumer credit protection or truth-in-lending law; or bankruptcy.

The ALTA 30 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 30-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 30 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 30-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

In order to provide this endorsement, the instrument to be insured must clearly set forth shared appreciation provisions.

Usage

Use of this endorsement is approved upon request and receipt of the Requirement.

Form

The ALTA 30-06 can only be used with the 2006 ALTA Loan Policy on property that is 1-4 family residential property.

The ALTA 30 can only be used with the 2021 ALTA Loan Policy on property that is 1-4 family residential property.

Unless otherwise noted, the Endorsement Form ALTA 30-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 30 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana

Kentucky
Louisiana (use this ALTA 30-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 30-06)
South Carolina
Tennessee
Virginia
West Virginia

SHARED APPRECIATION ENDORSEMENT - FLORIDA

Background

A participation mortgage or shared appreciation mortgage (SAM), allows a lender additional interest based upon projected appreciation in value of the land or the profits or cash flow from the enterprise. The loan will generally carry a below market interest rate made possible by the projected return on the SAM. The most common form of SAM provides that the contingent interest is due upon a sale of the property or at the end of the term of the loan. If the property is sold in an arms length transaction during or at the end of the term of the loan, the sales price will generally be the factor used to compute the contingent interest due from the seller to its lender. If the property is not sold, the appreciation will normally be determined by appraisal. The borrower is usually given credit for any capital improvements which increase the value of the property.

SAMS may provide for contingent interest to become due and payable (a) during the term of the loan, based upon appraisals made at intervals during the term, or (b) at set intervals based upon the cash flow of the enterprise, net of specified expenses.

The coverage granted is similar to that given for variable rate and negative amortization loans. Shared appreciation added to the balance of the principal indebtedness, may exceed the face amount of the mortgage, so many policyholders request title insurance in the amount of 120 percent to 150 percent of the amount stated in the mortgage.

This endorsement insures validity and priority with no additional amount of coverage specified.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Shared Appreciation Endorsement - Florida may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): **Florida**

ALTA 29-06: INTEREST RATE SWAP ENDORSEMENT – DIRECT OBLIGATION

Background

The ALTA Endorsement 29-06 Interest Rate Swap Endorsement - Direct Obligation (02-03-10) is designed for issuance when insuring a mortgage or deed of trust which secures a Swap Obligation. A Swap Obligation is defined as a monetary obligation under an interest rate exchange agreement and is often evidenced by a master agreement and confirmation(s). The endorsement is designed so that it may be issued on or after the Date of Policy as the Swap Obligations and applicable agreements are executed. The endorsement does not insure with respect to rights or obligations set, created, or confirmed after the Date of Endorsement. The ALTA 29-06 insures against loss by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Swap Obligation at Date of Endorsement.

Requirements

The requirements for issuance of the ALTA 29-06 are:

1. There must be a written interest rate exchange agreement between the swap bank and the lending bank.
2. The mortgage must disclose that it secures an obligatory advance for the interest rate exchange obligations.
3. The mortgage must secure a rate swap that is in place, not one that may happen to the option of the borrower at some time in the future.
4. The mortgage must comply with state requirements for disclosure of Swap Obligations, if applicable.

Make the following requirement on all transactions:

ALTA29 The following is required in order to issue the ALTA Endorsement 29-06:

(a) Receipt of a written interest rate exchange agreement between the swap bank and the lending bank.
(b) The mortgage must disclose that it secures an obligatory advance for the interest rate exchange obligations.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 29-06 Endorsement can be attached to either the 2006 or 2021 Loan Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 29-06 may be COPIED for use or may be computer generated.

Special Instructions

1. Complete the blanks.
2. If the Date of Endorsement is after Date of Policy, a re-examination of title must be performed and additional exceptions, if any, should be added under Part 3, Item e.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 29-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Swap Agreement Endorsement)
North Carolina
Ohio (use this ALTA 29-06)
Pennsylvania (use PA-1320)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 29.1-06: INTEREST RATE SWAP ENDORSEMENT – ADDITIONAL INTEREST

Background

The ALTA Endorsement 29.1-06 Interest Rate Swap – Additional Interest (02-03-11) is similar in most respects to the ALTA 29-06. Coverage is provided for loss or damage sustained by reason of the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as security for the repayment of "the Additional Interest" rather than "the Swap Obligation." A definition of "Additional Interest" is provided under Paragraph 1c.

Requirements

The requirements for issuance of the ALTA 29.1-06 are:

1. There must be a written interest rate exchange agreement between the swap bank and the lending bank.
2. The mortgage must disclose that it secures an obligatory advance for the interest rate exchange obligations.
3. The mortgage must secure a rate swap that is in place, not one that may happen at the option of the borrower at some time in the future.
4. The mortgage must comply with state requirements for disclosure of Swap Obligations, if applicable.
5. There must be an additional interest formula in the loan documents.

Make the following requirement on all transactions:

ALTA29.1 The following is required in order to issue the ALTA Endorsement 29.1-06:

(a) Receipt of a written interest rate exchange agreement between the swap bank and the lending bank.
(b) The mortgage or deed of trust must disclose that it secures an obligatory advance for the interest rate exchange obligations.
(c) The loan documents must contain an additional interest formula.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 29.1-06 Endorsement can be attached to either the 2006 or 2021 Loan Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 29.1-06 may be COPIED for use or may be computer generated.

Special Instructions

1. Complete the blanks.
2. If the Date of Endorsement is after Date of Policy, a re-examination of title must be performed and additional exceptions, if any, should be added under Part 3, Item e.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 29.1-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use the NJRB 5-130)
North Carolina
Ohio (use this ALTA 29.1-06)
Pennsylvania (use PA-1330)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 6: VARIABLE RATE MORTGAGE

Background

This endorsement insures a lender against loss or damage resulting from the invalidity, unenforceability or impairment of priority of the lien of the Insured Mortgage caused by provisions in the Insured Mortgage for changes in the rate of interest.

The ALTA 6 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 6-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 6 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 6-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Make the following requirement on all transactions:

ALTA6 Upon receipt of confirmation that

(a) the deed of trust/mortgage discloses it secures a variable rate of interest loan and
(b) the loan agreement and/or note discloses interest will be calculated based on a variable rate,

The ALTA 6 – Variable Rate Endorsement in the form attached hereto, but completed as appropriate, will be attached to the final loan policy.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS.

Form

The ALTA 6-06 can be used with the 2006 ALTA Loan Policy.
The ALTA 6 can be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 6-06: may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 6 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 6-06)
Georgia
Illinois
Indiana

Kentucky
Louisiana (use this ALTA 6-06)
Maryland
Michigan
Minnesota (use this ALTA 6-06)
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Endorsement 6-Variable Rate Mortgage)
North Carolina
Ohio (use this ALTA 6-06)
Pennsylvania (use PA 710)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 6.2: VARIABLE RATE MORTGAGE – NEGATIVE AMORTIZATION

Background

This endorsement includes within its coverage features commonly related to negative amortization and is designed for use when the insured variable (adjustable) rate mortgage includes provisions for changing the rate of interest; charging interest on interest; or increasing the unpaid principal balance of the loan by the addition of unpaid interest.

The ALTA 6.2 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 6.2-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 6.2 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 6.2-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Make the following requirement on all transactions:

ALTA6.2 Upon receipt of confirmation that the Insured Mortgage will be securing a loan with negative amortization, an ALTA 6.2-06 – Variable Rate Mortgage – Negative Amortization Endorsement in the form attached hereto, but completed as appropriate, will be attached to the final loan policy.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS.

Form

The ALTA 6.2-06 can only be used with the 2006 ALTA Loan.
The ALTA 6.2 can only be used with the 2021 ALTA Loan.

Unless otherwise noted, the Endorsement Form ALTA 6.2-06: may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 6.2 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 6.2-06)

Maryland
Michigan
Minnesota (use this ALTA 6.2-06)
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Endorsement 6.2-Variable Rate Mortgage-Negative Amortization endorsement)
North Carolina
Ohio (use this ALTA 6.2-06)
Pennsylvania (use PA 710-6.2)
South Carolina
Tennessee
Virginia
West Virginia

Advances (Updates, Down Dates, Additional Advances, Draws)

Additional Advance Endorsement

Background

This endorsement insures the lender that the Company recognizes liability for the additional advances or disbursements.

Requirements

This endorsement can only be issued upon information and title re-examination received from the title examiner.

Usage

Use of this Endorsement is approved upon request and receipt of re-examination of title.

Form

Unless otherwise noted, the Endorsement Form Additional Advance Endorsement may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
North Carolina
Pennsylvania
South Carolina
Tennessee
Virginia
West Virginia

Construction Loan Update Endorsement - Florida

Background

This endorsement insures the lender that the Company recognizes liability for the additional advances or disbursements.

Requirements

This endorsement can only be issued upon information and title re-examination received from the title examiner.

Usage

Use of this Endorsement is approved upon request and receipt of re-examination of title.

Form

Unless otherwise noted, the Endorsement Form Construction Loan Update Endorsement – Florida may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s): **Florida**

UPDATE ENDORSEMENT

Background

This endorsement insures the lender that the Company recognizes liability for the additional advances or disbursements.

Requirements

This endorsement can be issued only upon information and title re-examination received from the title examiner.

Usage

Use of this Endorsement is approved upon request and receipt of re-examination of title. Effective date is the newly certified date and time; disbursements to date is self-explanatory; additions to Schedule B would include any additional items the new search reveals, and not already excepted to; deletions to Schedule B would be any exceptions which may now be deleted and revealed by the new search.

Form

Unless otherwise noted, the Endorsement Form Update Endorsement may be COPIED for use or added to the Company's underwriting software as an exception and generated via the computer.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Aggregation (a/k/a Cluster or "Tie-in")

ALTA 12: AGGREGATION

Background

Frequently, lenders secure their commercial loans with mortgages encumbering separate non-contiguous parcels. While one policy covering all properties may be obtained, the resulting policy is frequently confusing as to the effective dates and exceptions from coverage applicable to the various parcels. The benefit to obtaining one policy covering all properties is that the Insured has the ability to shift coverage from property that has not suffered a title defect to one that has a title defect and has also appreciated in value since the date of the policy.

The aggregation endorsement combines the benefits of obtaining separate policies for each parcel of land with the ability to shift coverage from unaffected property to the one with the loss that has appreciated in value. The ALTA Endorsement 12 Aggregation is the same as the Cluster (a/k/a Tie-in) Endorsement.

The ALTA 12 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 12-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 12 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 12-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

In the event that the Aggregate Amount of Insurance to be shown in the ALTA 12~~-06~~ endorsement exceeds the Issuing Agency/Agent Agreement authority, the entire transaction must be submitted for Over the Limit Approval.

Requirements

To issue this endorsement, the underwriter must confirm:

1. Multiple policies will be issued, where each policy insures one or more parcels of property;
2. Individual loan policies will be issued utilizing the same loan policy forms;
3. The proposed mortgage secures the entire indebtedness (Aggregate Amount of Insurance to be shown in Number 3 of the ALTA 12-06) because it is either a blanket mortgage or contains cross-collateralization provisions;
4. The amount of insurance shown in Schedule A of each policy will be equal to the amount the Insured has allocated to the property described, and not the total Aggregate Amount of Insurance.

The following requirement applies to transactions that are Attorney Certified:

ALTA12 Certification that the proposed mortgage secures the entire indebtedness (Aggregate Amount of Insurance to be shown in the ALTA 12 Aggregation Endorsement) because it is either a blanket mortgage or contains cross-collateralization provisions AND the Company must be provided with the lender's allocation of property values for the land to be insured by each policy to which the ALTA 12 Aggregation

Endorsement will be attached. The Aggregate Amount of Insurance will be the combined amount of coverage of each individual policy.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 12-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 12 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 12-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 12 may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks at the direction of an Attorney of this Company.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 12-06-FL)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 12-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
New York (use this TIRSA Cluster Endorsement)
Ohio (use this ALTA 12-06)
Pennsylvania (use PA 1260)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 12.1 – AGGREGATION – STATE LIMITS – LOAN POLICY

Background

Frequently, lenders secure their commercial loans with mortgages encumbering separate non-contiguous parcels. While one policy covering all properties may be obtained, the resulting policy is frequently confusing as to the effective dates and exceptions from coverage applicable to the various parcels. The benefit to obtaining one policy covering all properties is that the Insured has the ability to shift coverage from property that has not suffered a title defect to one that has a title defect and has also appreciated in value since the date of the policy.

The aggregation endorsement combines the benefits of obtaining separate policies for each parcel of land with the ability to shift coverage from unaffected property to the one with the loss that has appreciated in value. The ALTA Endorsement 12.1: Aggregation – State Limits – Loan Policy is a modified version of the ALTA 12~~-06~~. This Endorsement should be issued in lieu of the ALTA 12~~-06~~ in those cases where the aggregate amount of insurance exceeds the Company's single risk limit for any state involved in the transaction.

The ALTA 12.1 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 12.1-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 12.1 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 12.1-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

In the event that the Aggregate Amount of Insurance to be shown in the ALTA 12.1~~-06~~ endorsement exceeds your Issuing Agency/Agent Agreement authority, the entire transaction must be submitted for Over the Limit Approval.

Requirements

To issue this endorsement, the underwriter must confirm:

1. Multiple policies will be issued, where each policy insures one or more parcels of property;
2. Individual loan policies will be issued utilizing the same loan policy forms;
3. The proposed mortgage secures the entire indebtedness (Aggregate Amount of Insurance to be shown in Number 3 of the ALTA 12.1~~-06~~ Endorsement) because it is either a blanket mortgage or contains cross-collateralization provisions;
4. The amount of insurance shown in Schedule A of each policy will be equal to the amount the insured has allocated to the property described, and not the total Aggregate Amount of Insurance.

The following requirement applies to transactions that are Attorney Certified:

ALTA12.1 Certification that the proposed mortgage secures the entire indebtedness (Aggregate Amount of Insurance to be shown in the ALTA 12.1 Aggregation Endorsement) because it is either a blanket mortgage or contains cross-collateralization provisions AND the Company must be provided with the lender's allocation of property values for the land to be insured by each policy to which the ALTA 12.1 Aggregation Endorsement will be attached. The Aggregate Amount of Insurance will be the combined amount of coverage of each individual policy.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 12.1-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 12.1 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 12.1-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 12.1 may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks at the direction of an Attorney of this Company.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Indiana
Illinois
Kentucky
Louisiana (use this ALTA 12.1-06)
Maryland
Michigan
Missouri
Mississippi
North Carolina
Nebraska
New Hampshire
Ohio (use this ALTA 12.1-06)
South Carolina
Tennessee
Virginia
West Virginia

Alien Owner

ALIEN OWNER ENDORSEMENT / CORPORATION

Background

An "alien owner" is either an entity not incorporated in the state where the property is located, such as a foreign corporation, or an individual who is a non-resident of the United States. This endorsement insures against divestiture of title to land because the insured corporation is a foreign corporation.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Alien Owner Endorsement/Corporation may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

ALIEN OWNER ENDORSEMENT / FORECLOSURE OR DEED IN LIEU

Background

An "alien owner" is either an entity not incorporated in the state where the property is located, such as a foreign corporation, or an individual who is a non-resident of the United States. This endorsement insures against divestiture of title to land because the acquiring entity in a foreclosure or deed in lieu of foreclosure is a foreign entity.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Alien Owner Endorsement/Foreclosure Or Deed In Lieu may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

ALIEN OWNER ENDORSEMENT / ESCHEAT, CONFISCATION OR FORFEITURE

Background

An "alien owner" is either an entity not incorporated in the state where the property is located, such as a foreign corporation, or an individual who is a non-resident of the United States. This endorsement insures against divestiture of title to land through escheat or forfeiture because the insured entity is a foreign entity.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Alien Owner Endorsement/Escheat, Confiscation or Forfeiture may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Arbitration

Arbitration Endorsements

Background

Some states require or authorize that the Arbitration provision in the loan and/or owner's policies be amended or deleted. Refer to the ***Policy & Forms Manual, Volume 1*** for the specific policy products which require an Arbitration Endorsement be attached.

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Waiver of Arbitration Endorsement (Owner's Policy) may be used for an Owner's Policy and Waiver of Arbitration Endorsement (Loan Policy) may be used for a Loan Policy.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas (use AR-141)
District of Columbia (use DC-141)
Georgia (use GA-141)
Illinois
Indiana
Kentucky (use KY-141)
Louisiana
Maryland (use MD-141)
Michigan
Mississippi
Missouri (use MO-141)
New York (use this TIRSA Waiver of Arbitration Endorsement-Owner's or Loan Policy)
North Carolina
Pennsylvania (use PA 1100)
South Carolina
Tennessee
Virginia (use VA-141)
West Virginia (use WV-141)
Wisconsin (use WI-141)

Assessments

ALTA 1-06: STREET ASSESSMENTS

Background

Pending assessments in existence on or before the effective date of a title insurance policy do not create liability for the title insurance company. The title insurance policy protects the Insured against only those assessments that have already ripened into "liens" on the real property on or before the effective date. The purpose of the ALTA Endorsement 1-06 Street Assessments (06-17-06) is to provide the lender with coverage against "loss or damage sustained by reason of any assessments for street improvements under construction or completed at Date of Policy not excepted in Schedule B which now have gained or hereafter may gain priority over the lien of the Insured Mortgage." Since assessments are treated like *ad valorem* taxes, it is possible that such assessments could gain priority over the lien of the Insured Mortgage.

Requirements

In order to obtain this coverage, the title insurance company will typically require that the title examiner provide certification from the governing municipality, or certify himself, that as of the effective date of the policy, there are no street improvements under construction or recently completed that in the future may prime the Insured Mortgage.

Make the following requirement on all transactions:

ALTA1 Upon receipt of attorney certification OR satisfactory evidence from the applicable municipality that there have been no recent or current street assessments which may constitute a lien on the property described in Schedule A, the ALTA 1-06 – Street Assessments Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the loan policy.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 1-06 can only be attached to either the 2006 or 2021 Loan Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 1-06: Street Assessments may be COPIED for use or may be computer generated.

States where available for use

The ALTA 1-06 Endorsement is available in the following states:

Alabama
Arkansas
District of Columbia
Georgia
Illinois

Indiana
Kentucky
Louisiana (use this ALTA 1-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 1-06)
South Carolina
Tennessee
Virginia
West Virginia

Assignment of Deed of Trust / Mortgage

ALTA 10 – ASSIGNMENT ENDORSEMENT

Background

The ALTA Endorsement 10 Assignment insures the lender against loss from failure of the assignment to vest title to the Insured Mortgage in the Insured and any partial or full reconveyance or release of the Insured Mortgage recorded in the public records.

The ALTA 10 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 10-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 10 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 10-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Receipt of the following:

1. Assignee's name (Insert in Blank 1)
2. Recording information for the Assignment. NOTE: The Assignment must be recorded to issue this Endorsement. (Insert in Blank 2a)
3. Re-examination of the public records from the Date of Policy through the recording of the Assignment. If the re-examination does not reveal any modification, partial or full reconveyance, release or discharge of the lien of the Insured Mortgage recorded on or prior to the date of the recording of the Assignment in the Public Records (other than those shown in the policy or on a prior endorsement) enter "none" in Blank 2b.

Usage

Use of this Endorsement is approved upon request.

Form

The ALTA 10-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 10 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 10-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 10 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 10-06)
Georgia

Illinois
Indiana
Kentucky
Louisiana (use this ALTA 10-06)
Maryland
Michigan
Minnesota (use this ALTA 10-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 10-06)
Pennsylvania (use TIRBOP 1600 – Loan Policy only)
Tennessee
Virginia
West Virginia

ALTA 10.1: Assignment And Date Down Endorsement

Background

The ALTA Endorsement 10.1 Assignment and Date Down insures the lender against loss from failure of the assignment to vest title to the Insured Mortgage in the Insured and any partial or full reconveyance or release of the Insured Mortgage recorded in the public records.

The ALTA 10.1 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 10.1-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 10.1 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 10.1-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Receipt of the following:

1. Assignee's name (Insert in Blank 1)
2. Recording information for the Assignment. NOTE: The Assignment must be recorded to issue this Endorsement. (Insert in Blank 2a)
3. Re-examination of the public records from the Date of Policy through the recording of the Assignment.
    a. If the re-examination reveals taxes for the current (or prior) tax year are due and payable or that any assessments may be due note such taxes or unpaid assessments in Blank 2b.
    b. If the re-examination reveals other defects, liens or encumbrances subsequent to the Insured Mortgage but prior to the recorded assignment such matters must be entered in Blank 2c.
    c. If the re-examination reveals a recorded notice of federal tax lien or pending bankruptcy proceedings such matters shall be noted in Blank 2d.
    d. If the re-examination does not reveal any modification, partial or full reconveyance, release or discharge of the lien of the Insured Mortgage recorded on or prior to the date of the recording of the Assignment in the Public Records (other than those shown in the policy or on a prior endorsement) enter "none" in Blank 2e.

Usage

Use of this Endorsement is approved upon request.

Form

The ALTA 10.1-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 10.1 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 10.1-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 10.1 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 10.1-06)
Maryland
Michigan
Minnesota (use this ALTA 10.1-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 10.1-06)
Tennessee
Virginia
West Virginia

ASSIGNMENT OF MORTGAGE ENDORSEMENT - FLORIDA

Background

Florida Department of Insurance specifically regulates the wording of the assignment endorsement.

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Assignment of Mortgage Endorsement - Florida may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s): **Florida**

ENDORSEMENT BY VALID ASSIGNMENT/THE BENEFICIAL INTEREST

Background

This endorsement amends the lender's policy to show the assignee's name and the fact that the assignment is valid.

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Endorsement By Valid Assignment/The Beneficial Interest may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
Nebraska (use this Valid Assignment/Beneficial Interest)
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

TIRSA SUCCESSOR IN OWNERSHIP OF INDEBTEDNESS ENDORSEMENT (LOAN POLICY)

Background

This endorsement amends the lender's policy to show the assignee's name and continuation of coverage under the original policy to the assignee.

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form TIRSA Successor in Ownership of Indebtedness Endorsement (Loan Policy) may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s): **New York**

Assignment of Rents and Leases

ALTA 37-06 – ASSIGNMENT OF RENTS AND LEASES

Background

The ALTA Endorsement 37-06 Assignment of Rents and Leases (12-03-12), insures against any defect in the execution of an assignment of rents or leases document, or any assignment of the lessor's interest in any lease or any assignment of rents affecting the Title and recorded in the Public Records at Date of Policy other than as set forth in any instrument referred to in Schedule B. This endorsement is similar to the CLTA Assignment of Rents/Leases 104.6 or 104.6-06.

Underwriting Guidelines:

When a title exam is being relied upon for underwriting the transaction and the underwriter is in receipt of the necessary documents, said document must be reviewed to ensure the following guidelines are met prior to issuing the endorsement:

1. The assignment of rents and /or leases document must be executed in the same manner as the mortgage to be insured. Where the assignment of rents and/or leases is being executed by an entity other than the mortgagor, please contact the home office for further assistance.
2. The assignment of rents and/or leases document must be recorded. The commitment and policy should show the assignment of rents and/or leases document in Schedule B.

   NOTE: DO NOT SHOW THE ASSIGNMENT OF RENTS AND LEASES IN SCHEDULE A OF THE COMMITMENT OR POLICY WHEN ISSUED.

3. Review all recorded documents for assignments of rents and/or leases. Schedule B should show as exceptions all documents that contain assignments of rents and/or leases, including mortgages or deeds of trust containing assignment of rents and/or leases provisions.

Requirements

The ALTA 37-06 may be issued upon request and fulfillment of the following requirement:

ALTA37 Upon receipt of evidence that the Assignment of Rents and/or Leases document is duly authorized and executed and acknowledged by the assignor (the mortgagor) and the Assignment of Rents and/or Leases document is recorded. The ALTA 37-06 Assignment of Rents or Leases Endorsement in the form attached hereto, but completed as is appropriate will be attached to the Loan Policy of Title Insurance.

Usage:

Use of the endorsement is approved upon examination of the documents and/or the above-mentioned certification.

Form

The ALTA 37-06 can be attached to either the 2006 or 2021 Loan Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 37-06 may be COPIED for use or may be computer generated.

Special Instructions:

- Insert the title of the assignment of rents and/or leases document in section 2.a of the endorsement.
- This endorsement contains a bracketed option – Part II – of Schedule B, which is used for subordinate matters, where applicable.
- If the assignment of rents and/or leases provision is contained solely in the Insured Mortgage, modify Section 2.a of the endorsement to refer to the Insured Mortgage shown on Schedule A.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 37-06)
Maryland
Michigan
Missouri
Mississippi
North Carolina
Nebraska
New Hampshire
Pennsylvania (use the PA-1560)
South Carolina
Tennessee
Virginia
West Virginia

Assumption (of Insured Mortgage by Subsequent Owner)

MORTGAGE ASSUMPTION ENDORSEMENT

Background

This endorsement insures the lender that (a) the named vested owner has transferred title by recorded deed and said transfer will not impair the lien or priority of the lender's mortgage, and (b) if the named vested owner has been released of liability on the mortgage, that such release will not impair the lien.

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Mortgage Assumption Endorsement may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Coinsurance

ALTA 23-06: CO-INSURANCE ENDORSEMENT

Background

The ALTA Endorsement 23-06 Coinsurance – Single Policy (10-16-08) is designed to be used when two (2) or more title insurance policies are issued at the client's request for a single transaction. All co-insuring title insurance companies must be listed on the endorsement along with their respective issued policy numbers, amount of insurance provided, and the percentage of overall liability for the transaction. In order to be effective, each co-insuring title insurance company must execute the endorsement.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 23-06 can be attached to either the 2006 or 2021 Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 23-06 may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 23-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Co-Insurance Endorsement)
North Carolina
Ohio (use this ALTA 23-06)
Pennsylvania (use TIRBOP 1610 – Coinsurance – Single Policy)
South Carolina
Tennessee

Virginia
West Virginia

TIRSA JOINT AND SEVERAL LIABILITY ENDORSEMENT

Background

Coinsurance is a transaction where each coinsurer assumes a designated portion of the liability of the total risk from the first dollar and is liable for only such portion of any loss. Each coinsurer shall then issue a policy in the amount of the liability assumed. "Joint and Several Liability" is coinsurance in which the liability for a designated amount of loss or damage from first dollar is assumed jointly and severally among the coinsurers.

Usage

Use of this Endorsement is approved as needed.

Form

Unless otherwise noted, the Endorsement Form TIRSA Joint and Several Liability Endorsement may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): **New York**

Condominium

ALTA 4: CONDOMINIUM – ASSESSMENTS PRIORITY

Background

The ALTA Endorsement 4 (Condominium – Assessments Priority) provides assurances as to the creation of the condominium estate in accordance with local laws, covenants, conditions and restrictions, as well as encroachments.

Although the Company typically does not provide this endorsement for the Owner's policy, it can be appropriate to do so. The Company may require further certifications from the title examiner. Verify with the Company's Attorney staff before using this endorsement for Owner's coverage.

The ALTA 4 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 4-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 4 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 4-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Intentionally left blank.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS.

Form

The ALTA 4-06 can only be used with the 2006 ALTA Loan and/or Owner's Policy of Title Insurance.

The ALTA 4 can only be used with the 2021 ALTA Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 4-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 4 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Arkansas
Georgia
Indiana
Kentucky
Louisiana (use this ALTA 4-06)
Michigan
Minnesota (use this ALTA 4-06)

Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Endorsement 4 (Condominium)
North Carolina
South Carolina
Virginia

ALTA 4.1: CONDOMINIUM – CURRENT ASSESSMENTS

Background

The ALTA Endorsement 4.1 (Condominium – Current Assessments) is intended for use in states where condominium homeowners' association liens for unpaid association charges have super priority status. The endorsement insures that the lender has priority only at the date of policy and that there is no amount due and no lien in existence for homeowners' association charges.

The ALTA 4.1 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 4.1-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 4.1 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 4.1-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

The following states DO NOT allow for super priority and therefore the lender should receive the ALTA 4 – Assessments Priority: Arkansas, Georgia, Indiana, Kentucky, Minnesota, Mississippi, North Carolina, Ohio, Virginia, and Wisconsin.

Requirements

Intentionally left blank.

Usage

Use of the ALTA Endorsement 4.1-06 is approved upon request, in states where liens have priority status, and upon receipt of the REQUIREMENTS.

Form

The ALTA 4.1-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 4.1 can only be used with the 2021 Loan Policy of Title Insurance.

It is important that there is a consistency of coverage being provided with the requested endorsements. For this reason, the ALTA 9, when requested in conjunction with the issuance of the ALTA 4.1-06, should be replaced with the ALTA 9.10. The ALTA 9 provides coverage regarding the priority of the Insured Mortgage, which could be contrary to the coverage provided by the ALTA 4.1-06.

Unless otherwise noted, the Endorsement Form ALTA 4.1-06: may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 4.1 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Florida (use this ALTA 4.1-06-FL)
Illinois
Louisiana (use this ALTA 4.1-06) – Note: Availble for use with an Owner’s Policy

Maryland
New Jersey (use NJRB 5-89 – ALTA 4.1-06)
Ohio – (use this ALTA 4.1-06)
Pensylvania (use PA-810; available for use with a Loan or Owner’s Policy)
Tennessee
West Virginia

Construction Loan-Loss of Priority

ALTA 32-06 SERIES

Background

The ALTA 32 series is designed to be used with a construction loan where the Insured Mortgage is not certain to have priority over potential mechanics' liens. They were designed to be an alternative to the traditional method of insuring the priority of the construction mortgage or deed of trust, which is typically the deletion of the standard mechanics' lien exception. However, even if the Company is satisfied that the lien of the insured construction mortgage or deed of trust does have priority over mechanics' liens the ALTA 32 series may still be used. Please refer to any applicable state underwriting guidelines for providing mechanics' liens coverage in deciding whether to use the ALTA 32 series of endorsements.

Generally, the ALTA 32 endorsements insure against loss or damage due to:

a. Invalidity or unenforceability of the lien of the Insured Mortgage as security for each advance on or before the Date of Coverage (the Date of Coverage is to be filled in on the endorsement form at time issuance);
b. Lack of priority of the lien of the Insured Mortgage as security for each advance made on or before the Date of Coverage, over any lien or encumbrance on the title recorded in the Public Records and not shown as an exception;
c. Lack of priority of the lien of the Insured Mortgage as security for each advance made on or before the Date of Coverage, over certain Mechanics' Liens if notice of these liens is not filed in the public records;

It is the specific coverage provided by subsection (c) above which varies between the different forms of the ALTA 32 endorsements.

The ALTA 32 series endorsements [2021 v. 01.00 (07-01-2021)] revised the ALTA 32-06 series endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 32, 32.1, 32.2 and 33 endorsements should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 321-06, 32.1-06, 32.2-06 and 33-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Mechanics' Lien Coverage provided by the ALTA 32-~~06~~ Endorsements

a. **ALTA 32 (Construction Loan – Loss of Priority)**
The ALTA 32 coverage for mechanics' liens is limited to those charges for services, labor, materials or equipment for which the mechanics' lien is claimed that were designated for payment in the documents supporting the advance disbursed by or on behalf of the Insured. There is no coverage under the 32-06 for work (i) performed after the Date of Coverage or (ii) not designated for payment in the documents supporting the advance.

b. **ALTA 32.1 (Construction Loan – Loss of Priority – Direct Payment)**

The ALTA 32.1 coverage for mechanics' liens is limited to those charges for services, labor, materials or equipment only to the extent that direct payment to the claimant has been made by the Company (Investors Title) or by the Insured with the Company's written approval. There is no coverage under the 32.1-06 for work (i) performed after the Date of Coverage or (ii) to the extent direct payment was not made to the claimant by the Company or approved by the Company in writing.

c. **ALTA 32.2 (Construction Loan – Loss of Priority – Insured's Direct Payment)**
The ALTA 32.2 coverage for mechanics' liens is limited to those charges for services, labor, materials or equipment only to the extent that direct payment has been made by the Insured or on the Insured's behalf.

There is no coverage under the 32.2 (i) for work performed after the Date of Coverage or (ii) to the extent direct payment was not made by the Insured on the Insured's behalf.

Requirements

Prior to issuance of this endorsement the applicable underwriting requirements for providing mechanics' lien coverage in the state where the Land is located should be referred to on every transaction. It is necessary to note that the coverage provided by the 32-06, 32.1-06 and 32.2-06 is less coverage than is customarily provided when the mechanics' lien exception is deleted. The Endorsement form deletes the mechanics' lien coverage provided by Covered Risk 11(a) in its entirety. The only coverage then provided by the policy for mechanics' liens' is that provided by the terms of the Endorsement.

Usage

USE OF THE ALTA 32, ALTA 32.1 AND 32.2 MUST BE APPROVED BY AN ATTORNEY WITH THIS COMPANY.

Form

The ALTA 32-06, 32.1-06, 32.2-06 and 33-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 32, 32.1, 32.2 and 33-06 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 32-06, ALTA 32.1-06 and ALTA 32.2-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 32, ALTA 32.1 and ALTA 32.2 may be COPIED for use or may be computer generated.

Special Instructions

For each endorsement in the ALTA 32~~-06~~ series: The "Date of Coverage" (Policy Date) must be included the in the applicable blank when issued.

When the "Date of Coverage" (Policy Date) is subsequently updated at the time of the next advance under the construction loan the ALTA 33-06 (Disbursement) endorsement must be used to update the coverage under the policy and the previously issued endorsement.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

For Louisiana, use this ALTA 32-06, ALTA 32.1-06, ALTA 32.2-06 and ALTA 33-06.

For Ohio, use this ALTA 32-06, ALTA 32.1-06, ALTA 32.2-06 and ALTA 33-06.

For Pennsylvania, in lieu of the ALTA 32-06 use TIRBOP Endorsement 1500 (Loan Policy only); in lieu of the ALTA 32.1-06 use TIRBOP Endorsement 1510 (Loan Policy only); and in lieu of the ALTA 33-06 use the TRIBOP Endorsement 1520 (Loan Policy only).

Contiguity

ALTA 19-06: CONTIGUITY – MULTIPLE PARCELS

Background

When the property insured in the policy is comprised of two (2) or more parcels, the Insured or their counsel may require a Contiguity endorsement be issued to show that all parcels may be described as a single parcel and no gaps, strips or gores separate the contiguous boundary lines.

ALTA addressed the Insured's concerns by formulating the ALTA 19-06 (Contiguity – Multiple Parcels (11/3/2006) Endorsement. The ALTA 19-06 Endorsement gives coverage to the Insured that two (2) or more parcels are contiguous to each other along defined boundary lines. In addition, the ALTA 19-06 Endorsement provides insurance against loss or damage the Insured may sustain due to any gaps, strips or gores separating any of the contiguous boundary lines as described in the ALTA 19-06 Endorsement.

Requirements

The ALTA 19-06 Endorsement may be used with either a Loan Policy or an Owner's Policy for commercial or residential transactions. When issuing the ALTA 19-06 Endorsement, the contiguous boundary lines must be specifically described within the body of the endorsement (*i.e.* Direction – North, South, East, West; parcel name; and/or metes and bounds description). In order to obtain the ALTA 19-06 Endorsement, a title insurance company may require receipt of a survey in order to confirm the contiguity between the parcels and to adequately describe the contiguous boundary lines.

Make the following requirement on all transactions:

ALTA19 Upon receipt and satisfactory review of a current survey showing contiguous boundary lines between parcels to be insured, the ALTA 19-06 – Contiguity-Multiple Parcels Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [loan/owner's] policy.

Usage

The ALTA 19-06 Endorsement may be used with either a loan or owner's policy.

This endorsement shall be used when multiple separate parcels make up the "Land" as described in the policy.

Form

The ALTA 19-06 can only be used with the ALTA Policies. Unless otherwise noted, the Endorsement Form ALTA 19-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this Contiguity Endorsement/Florida)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 19-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Contiguity Endorsement)
North Carolina
Ohio (use this ALTA 19-06)
Pennsylvania (use TIRBOP-PA Endorsement 1250 (ALTA Endorsement 19-06 as modified by TIRBOP) (Contiguity))
South Carolina
Tennessee
Virginia
West Virginia

ALTA 19.1-06: CONTIGUITY – SINGLE PARCEL

Background

The ALTA 19.1-06 (Contiguity – Single Parcel (11/3/2006) Endorsement also addresses the issue of contiguity; however, instead of being issued when multiple parcels are being insured, the ALTA 19.1-06 Endorsement may be used when the Insured wishes to show contiguity between the insured parcel and an adjacent parcel that is not insured under the policy. The uninsured parcel is usually owned by the same owner of the parcel to be insured. Coverage under the ALTA 19.1-06 Endorsement is similar to coverage under the ALTA 19-06 Endorsement: coverage to the Insured that the insured parcel is contiguous to another uninsured parcel(s) along defined boundary lines and insurance against loss or damage the Insured may sustain due to any gaps, strips or gores separating any of the contiguous boundary lines as described in the ALTA 19.1-06 Endorsement.

Requirements

The ALTA 19.1-06 Endorsement may be used with either a Loan Policy or an Owner's Policy for commercial or residential transactions. As with the ALTA 19-06 Endorsement, the contiguous boundary lines between the insured parcel and the uninsured parcel(s) must be specifically described within the body of the endorsement (*i.e.* Direction – North, South, East, West; parcel name; and/or metes and bounds description). In order to obtain the ALTA 19.1-06 Endorsement, a title insurance company may require receipt of a survey in order to confirm the contiguity between the insured parcel and the uninsured parcel(s) and to adequately describe the common boundary line between the parcels.

Make the following requirement on all transactions:

ALTA19.1 Upon receipt and satisfactory review of a current survey showing contiguous boundary lines between the parcel to be insured and the parcel adjoining to the ^ (North, South, East or West), the ALTA 19.1-06 - Contiguity-Single Parcel Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the final ^ [loan/owner's] policy.

Usage

Use of this endorsement is approved upon request, and receipt of the Requirements.

This endorsement shall be used when the Insured wants contiguity coverage between the "Land" as described in the policy and another parcel of property not insured in the current policy.

Form

The ALTA 19.1-06 Endorsement can only be used with the 2006 ALTA Loan and/or Owner's Policies.

Unless otherwise noted, the Endorsement Form ALTA 19.1-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 19.1-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 19.1-06)
Pennsylvania (use TIRBOP-PA Endorsement 1251 (ALTA Endorsement 19.1-06 as modified by TIRBOP) (Contiguity))
South Carolina
Tennessee
Virginia
West Virginia

ALTA 19.2-06: CONTIGUITY – SPECIFIED PARCEL

Background

The ALTA 19.2-06 (Contiguity – Specified Parcel (4/2/2015) Endorsement, may be used when the Insured wishes to show contiguity between specific insured parcel(s) and an adjacent parcel (if any) that is not insured under the policy. Coverage under the ALTA 19.2-06 is similar to coverage under the ALTA 19-06: coverage to the Insured that the insured parcel is contiguous to another uninsured parcel(s), but this endorsement doesn't require the listing of a defined boundary lines, specific call, or distance. The only reference made is to the parcel itself and provides insurance against loss or damage the Insured may sustain due to any gaps, strips or gores separating any of the parcel(s) as described in the ALTA 19.2-06.

Requirements

The ALTA 19.2-06 may be used with either a Loan Policy or an Owner's Policy for commercial or residential transactions. In order to obtain the ALTA 19.2-06 the Company requires receipt of a survey in order to confirm the contiguity between the parcels to be specified in the endorsement.

Make the following requirement on all transactions:

ALTA19.2 Upon receipt and satisfactory review of a current survey showing contiguous boundary lines between the specified parcels, the ALTA 19.2-06 – Contiguity-Specified Parcel Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the final ^ [loan/owner's] policy.

Usage

Use of the ALTA 19.2-06 is approved upon request, and receipt of the Requirements.

This endorsement shall be used when the Insured wants contiguity coverage between the "Land" as described in the policy and another parcel of property not insured in the current policy or between two or more specific insured parcels.

Form

The ALTA 19.2-06 can only be used with the 2006 ALTA Loan and/or Owner's Policies.

Unless otherwise noted, the Endorsement Form ALTA 19.2-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky

Louisiana (use this ALTA 19.2-06)
Maryland
Michigan
Missouri
Mississippi
North Carolina
Nebraska
New Hampshire
New Jersey (use NJRB 5-170 – ALTA 19.2-06)
Ohio (use this ALTA 19.2-06)
Pennsylvania (use TIRBOP Endorsement 1252)
South Carolina
Tennessee
Virginia
Wisconsin
West Virginia

Contract

TIRSA RESIDENTIAL CONTRACT VENDEE ENDORSEMENT - FEE OR LEASEHOLD

Background

This endorsement insures that the owner (fee or leasehold) has a valid and enforceable interest under a Contract of Sale, and insures against loss or damage by reason of (1) the unenforceability of the right to receive a deed under the Contract and (2) the refusal of a trustee or a debtor in possession, in the event of a bankruptcy of the Contract Vendor to issue an instrument of conveyance under the terms of the Contract.

Usage

Use of this Endorsement is approved as needed.

Form

Unless otherwise noted, the Endorsement Form TIRSA Residential Contract Vendee Endorsement – Fee or Leasehold may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s): **New York**

Cooperative Ownership

COOPERATIVE ENDORSEMENT (LOAN POLICY) & (OWNER'S POLICY)

Background

These endorsements are used in New York to insure "cooperative" buildings and use of the land.

Requirements

A policy insuring the interest of a Cooperative Leasehold Owner shall not be issued for less than the amount paid for the purchase of the proprietary lease and the accompanying stock relating to an apartment in a building owned by a Cooperative Corporation/Partnership.

A policy insuring the security interest of a lender in a cooperative leasehold, including the accompanying stock relating to an apartment in a building owned by a Cooperative Corporation/Partnership, shall not be issued for less than the full unpaid principal amount of the loan.

Usage

Use of this Endorsement is approved upon request.

Form

Unless otherwise noted, the Endorsement Form Cooperative Endorsement (Loan Policy) and Cooperative Endorsement (Owner's Policy) may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): **New York**

Covenants, Conditions & Restrictions

ALTA 9-06 SERIES ENDORSEMENTS

NOTE: It is important to point out the use of the appropriate version of the ALTA 9 series of endorsements is dependent upon the date that the endorsements were adopted by the Company. Please refer to the chart below to determine which version of the endorsement should be issued based on the date of the title insurance commitment.

Background

The ALTA Form 9 Endorsement commonly referred to as the Comprehensive Endorsement was derived from the California Land Title Association (CLTA) Form 100 endorsement. These endorsements provide additional affirmative assurances regarding restrictive covenants, encroachments and easements. Most insureds prefer the ALTA Form 9 over the CLTA 100 because of its broader coverage.

Owners and lenders frequently request title insurance protection against loss resulting from restrictive covenants, conditions with forfeiture or reverter clauses, encroachments and damage to improvements resulting from the extraction of minerals. Further, purchasers and lenders take title subject to restrictive covenants that are of record. As such, insureds often seek affirmative coverage against loss resulting from the priority of the restrictive covenants over the insureds interest or the enforcement of the restrictive covenants which would result in impairment or loss of the insured interest should a covenant be found to have been violated. Damage to improvements encroaching into an easement resulting from the exercise of the right to use the easement for the purpose in which it was granted also poses a potential risk to the insureds. A similar concern may arise where the mineral estate has been severed from the surface rights and the improvements may be damaged due to the future exercise of the mineral rights. Insureds may also be concerned about forced removal of improvements which encroach onto adjoining property or improvements on adjoining property which encroach onto the insured property.

The ALTA 9 series of endorsements are designed to address these concerns for both lenders and owners. The current endorsements in this series include:

- ALTA Endorsement 9-06 (Restrictions, Encroachments, Minerals – Loan Policy)
- ALTA Endorsement 9.1-06 (Covenants, Conditions and Restrictions – Unimproved Land – Owner's Policy)
- ALTA Endorsement 9.2-06 (Covenants, Conditions and Restrictions – Improved Land – Owner's Policy)
- ALTA Endorsement 9.3-06 (Covenants, Conditions and Restrictions – Loan Policy)
- ALTA Endorsement 9.6-06 (Private Rights – Loan Policy)
- ALTA Endorsement 9.6.1-06 (Private Rights – Current Assessments – Loan Policy)
- ALTA Endorsement 9.7-06 (Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy)
- ALTA Endorsement 9.8-06 (Covenants Conditions and Restrictions – Land Under Development –Owner's Policy)
- ALTA 9.9-06 (Private Rights- Owner's Policy)

- ALTA 9.10-06 (Restrictions, Encroachments, Minerals –Current Violations- Loan Policy)

Below is a basic chart that outlines coverage under the most recent ALTA 9 series of endorsements. It is possible that multiple endorsements in the ALTA 9 series are issued on one transaction.

Coverage	Lender	Owner
Covenants, Conditions & Restrictions	9-06 9.3-06 9.7-06 9.10-06	9.1-06 (Unimproved) 9.2-06 (Improved) 9.8-06 (Land Under Development)
Private rights (assessments, options, rights of first refusal & rights of prior approval of purchasers or occupants)	9.6-06 9.6.1-06	9.9-06
Encroachments over boundaries or onto easements	9-06 9.7-06 (Land Under Development) ALTA 28 series	ALTA 28 series
Mineral & subsurface rights	9-06 9.7-06 (Land Under Development) ALTA 35 series	ALTA 35 series

ALTA 9-06 – Restrictions, Encroachments, Minerals – Loan Policy

The ALTA Endorsement 9-06 Restrictions, Encroachments, Minerals – Loan Policy (4/2/12) has two specific terms defined in it that are applicable throughout the entire endorsement. The term "Covenant" is defined in the endorsement as a "…covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." The term "Improvement" is defined as "…improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining Land as Date of Policy that constitutes real property."

The "Covenant" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of:

- A violation causing a subordination, extinguishment, invalidation of, unenforceability of, or partial satisfaction of the Insured Mortgage
- Enforced removal of an Improvement located on the Land as a result of the violation, at Date of Policy
- A notice of violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental concerns.
- A violation of an enforceable Covenant on the Land at Date of Policy unless the exception to under Schedule B identifies the violation
- Enforced removal of an Improvement that is a violation of a building setback line that is shown on the plat unless the exception to under Schedule B identifies the violation
- A notice of violation of an enforceable Covenant, recorded in the Public Records at Date of Policy, relating to environmental protection describing any part of the Land and referring to that Covenant unless the exception to under Schedule B identifies the violation.

Title insurance companies routinely make exceptions for encroachments. The "encroachment" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of:

- An encroachment of an Improvement located on the Land, at Date of Policy, onto adjoining land or that portion of the Land subject to an easement;
- An encroachment of an Improvement located on adjoining land on the Land at Date of Policy, unless an exception in Sch. B of the policy identifies the encroachment otherwise insured against in Section 4.a.i or 4.a.ii;
- A final court order or judgment requiring the removal from any adjoining Land of an encroachment identified in Sch. B; or
- Damage resulting from the right to maintain an easement upon which an Improvement encroaches or is located on the land, provided the easement is excepted to in Sch. B or
- Damage resulting from the future exercise of a right to use the surface for minerals (extraction or development) or any other subsurface substance excepted from the description of the Land or excepted to in Sch. B.

The ALTA 9-06 now shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- A Covenant in an instrument that creates a lease;
- A Covenant relating to obligations of maintenance, repair or remediation on the Land;
- A Covenant relating to environmental protection, except as provided in Section 3.d;
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence;

- Negligence of a person or Entity exercising a right to extract or develop minerals or other subsurface substances.

Requirements

To issue this endorsement, the underwriter must either obtain

1. a copy of all recorded Covenants, notices of violation relating to Covenants, a current and satisfactory survey and any instrument severing mineral rights or subsurface substances; or
2. certification as to the information in the attorney certified requirement shown below; and survey coverage must be addressed.

If a current and satisfactory survey is not available, the transaction does not qualify for survey coverage without a new survey, or the transaction is in excess of Five Million ($5,000,000.00) Dollars in coverage, the following requirement must be added when the ALTA 9-06 Endorsement is requested:

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

In other words, the issuance of the ALTA 9-06 is allowed without obtaining a current survey provided two requirements are met:

1) The transaction qualifies for survey coverage without a new survey a/k/a "No New Survey" coverage; and
2) The transaction is under Five Million ($5,000,000.00) Dollars.

The following requirement applies to transactions that are Attorney Certified and:

- Is a commercial transaction; or
- Is a residential transaction, the property is located outside of the State of North Carolina and over $500,000.00 in coverage; or
- Is a residential transaction, the property is located in the State of North Carolina and over $1,500,000.00 in coverage.

ALTA 9-Atty Upon receipt of attorney certification that:

(a) Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) have been reviewed and that:
   i. there are no forfeiture provisions in the Covenant(s). If there are forfeiture provisions, that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage;
   ii. any lien in the Covenant(s) is expressly subordinate to the lien of the Insured Mortgage and that prior assessments will be paid at or before closing;
   iii. the existing use does not violate the Covenant(s);
   iv. the Land has not been subdivided in violation of the Covenant(s);
   v. there are no options to purchase or rights of first refusal; and
   vi. there are no other known violations of the Covenant(s)

(b) There are no outstanding reservations or severance of minerals or other subsurface substances (other than royalties) or that the instrument reserving or severing rights does not include any right to use the surface of the Land; and
(c) There are no recorded notices of violation of environmental covenants.

The ALTA 9-06 Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the Loan Policy of Title Insurance.

The following requirement applies to transactions where a title exam, non attorney certification is being relied on when underwriting and the information is not received prior to the issuance of the commitment:

- All Commercial Transactions; or
- A residential transaction where property is located outside of the State of North Carolina and over $500,000.00 in coverage;

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met:

1. Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) to confirm the following:
    d. Verify that the Covenants do not contain a forfeiture provision(s), or if there are forfeiture provision(s) that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage. If forfeiture provisions are not subordinate to the lien of the Insured Mortgage, delete Section 3(a) with the following note under Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

        Note: Section 3(a) of the attached ALTA 9-06 is hereby deleted.

    e. Verify that the Covenants do not contain any lien, or that the lien is expressly subordinate to the lien of the Insured Mortgage. Any prior assessments must be paid at or before closing. If the Covenant(s) create a lien that is not expressly subordinate to the lien of the Insured Mortgage, delete Section 3(a) with the following note under Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

        Note: Section 3(a) of the attached ALTA 9-06 Endorsement is hereby deleted.

    f. Verify that:
        i. the existing use does not violate the Covenant(s),
        ii. the Land has not been subdivided in violation of the Covenant(s);

iii. there are no options to purchase or rights of first refusal; and
iv. there are no other known violations of the Covenant(s).

If a violation is noted during the review of the Covenants or survey, except to the specific identified violation in Schedule B.

g. Verify that there are no recorded notices of violations of Covenants relating to environmental protection. Recorded notices must be identified and specifically excepted to in Schedule B.

2. Encroachments:
    a. Where the Company's underwriting guidelines require a survey, or the underwriter is provided with a survey, specific exceptions should be shown in Schedule B for all encroachments over building setback lines, property lines, or easements.
    b. If Improvements materially encroach over an easement such that the encroachment interferes with the right to maintain the easement for the purpose for which it was granted, delete Section 4(c)(i) of the Endorsement, unless you secure underwriter approval. The following note must be included in Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

        Note: Section 4(c)(i) of the attached ALTA 9-06 is hereby deleted.

    c. If Improvements encroach over adjoining land or onto a road, coverage provided under Section 4(b) must be removed, unless you secure underwriter approval. The following note must be included in Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

        Note: Section 4(b) of the attached ALTA 9-06 is hereby deleted.

3. Minerals and Other Subsurface Substance:

    In order to provide the coverage of Section 4(c)(ii) relating to minerals and other subsurface substances, comply with one of the following requirements:
    a. verify that there is no separation of minerals or other subsurface substances (other than royalties) by deed, lease or otherwise or that the instrument does not include any right to use the surface of the Land; or
    b. for 1-4 family residences within platted subdivisions, apartment complexes, office buildings and shopping centers, coverage may be provided even if there are outstanding minerals or other subsurface substances unless you know that the land or surrounding land has actual mining or development of other subsurface substance; or
    c. secure underwriter approval.

If you cannot comply with 3(a)(b) or (c), delete Section 4(c)(ii) of the endorsement.

Usage
Use of this Endorsement is approved upon request, and receipt of the REQUIREMENTS.

Form

The ALTA 9-06 can only be used with the ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 9-06 (Restrictions, Encroachments, Minerals – Loan Policy (4/2/12, technical correction 8/1/16) may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 9-06-FL)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9-06)
Maryland
Michigan
Minnesota (use this ALTA 9-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
New York (use TIRSA Endorsement 9-Restrictions, Encroachments, Minerals)
Ohio (use this ALTA 9-06)
Pennsylvania (use PA-1030)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 9.1-06 – COVENANTS, CONDITIONS AND RESTRICTIONS – UNIMPROVED LAND – OWNER'S POLICY

Background

The ALTA Endorsement 9.1-06 Covenants, Conditions and Restrictions – Unimproved Land – Owner's Policy (4/2/12) is issued with the Owner's Policy of Title Insurance covering unimproved land. This endorsement insures against violations of covenants and notices of violation of covenants relating to environmental protection. The term "Covenant" is defined in the endorsement as a "…covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy."

The "Covenant" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of:

- A notice of violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental concerns.
- A violation of an enforceable Covenant on the Land at Date of Policy unless the exception to under Schedule B identifies the violation.

The ALTA 9.1-06 now shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- A Covenant in an instrument that creates a lease;
- A Covenant relating to obligations of maintenance, repair or remediation on the Land;
- A Covenant relating to environmental protection, except as provided in Section 3.b, including hazardous or toxic matters, conditions or substances.

Requirements

To issue this endorsement, the underwriter must obtain

1. A copy of all recorded Covenants, notices of violation relating to Covenants; and
2. The following requirement must be added to the Commitment when the ALTA 9.1-06 is requested:

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

The following requirement applies to all transactions that are Attorney Certified:

ALTA9.1A Upon receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines; AND

Certification that:

(a) the Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) and survey have been reviewed and that:
   i. the existing use does not violate the Covenant(s);
   ii. the Land has not been subdivided in violation of the Covenant(s);
   iii. there are no options to purchase or rights of first refusal; and

iv. there are no other known violations of the Covenant(s) AND

(b) That there are no recorded notices of violation of environmental covenants

The ALTA 9.1-06 Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the Owner's Policy of Title Insurance.

Underwriting Guidelines:

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met:

In addition to our standard underwriting guidelines for a survey, the following also applies when the ALTA 9.1-06 is requested:

1. Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) and survey to confirm the following:
    a. The existing use does not violate the Covenant(s);
    b. The Land has not been subdivided in violation of the Covenant(s);
    c. There are no options to purchase or rights of first refusal; and
    d. There are no other known violations of the Covenant(s).

    If a violation is noted during the review of the Covenants or survey, except to the specific identified violation in Schedule B.

2. Verify that there are no recorded notices of violations of Covenants relating to environmental protection. Recorded notices must be identified and specifically excepted to in Schedule B.

Usage

Use of this Endorsement is approved upon request, and receipt of the Requirements.

Form

The ALTA 9.1-06 can only be used with the ALTA Owner's Policy.

Unless otherwise noted, the Endorsement Form ALTA 9.1-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9.1-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 9.1-06)
Pennsylvania (use PA 1031)
South Carolina
Tennessee
Virginia

ALTA 9.2-06 – COVENANTS, CONDITIONS AND RESTRICTIONS – IMPROVED LAND-OWNERS POLICY

Background

The ALTA Endorsement 9.2-06 Covenants, Conditions and Restrictions – Improved Land – Owner's Policy (4/2/12) is issued with an Owner's Policy covering improved land. This endorsement insures against violations of covenants and notices of violation of covenants relating to environmental protection on land that is improved at the Date of Policy. The term "Covenant" is defined in the endorsement as a "…covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." The term "Improvement" is defined as "…improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining Land as Date of Policy that constitutes real property."

The "Covenant" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of:

- A violation of an enforceable Covenant on the Land at Date of Policy unless the exception to under Schedule B identifies the violation
- Enforced removal of an Improvement that is a violation of a building setback line that is shown on the plat unless the exception to under Schedule B identifies the violation
- A notice of violation of an enforceable Covenant, recorded in the Public Records at Date of Policy, relating to environmental protection describing any part of the Land and referring to that Covenant unless the exception to under Schedule B identifies the violation

The ALTA 9.2-06 now shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- A Covenant in an instrument that creates a lease;
- A Covenant relating to obligations of maintenance, repair or remediation on the Land;
- A Covenant relating to environmental protection, except as provided in Section 3.b, including hazardous or toxic matters, conditions or substances.

Requirements

To issue this endorsement, the underwriter must obtain

1. A copy of all recorded Covenants, notices of violation relating to Covenants; and
2. The following requirement must be added to the Commitment when the ALTA 9.2-06 is requested:

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

The following requirement applies to all transactions that are Attorney Certified:

ALTA9.2A Upon receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines; AND

Certification that
(a) Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) and survey have been reviewed and that:
   i. the existing use does not violate the Covenant(s);
   ii. the Land has not been subdivided in violation of the Covenant(s);
   iii. there are no options to purchase or rights of first refusal; and
   iv. there are no other known violations of the Covenant(s)
(b) Certification that there are no recorded notices of violation of environmental covenants

The ALTA 9.2-06 Endorsement will be attached to the Owner's Policy of Title Insurance.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met, in addition to our standard underwriting guidelines for a survey, when the ALTA 9.2-06 is requested:

1. Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) and survey to confirm the following:
    a. The existing use does not violate the Covenant(s);
    b. The Land has not been subdivided in violation of the Covenant(s);
    c. There are no options to purchase or rights of first refusal; and
    d. There are no other known violations of the Covenant(s).

    If a violation is noted during the review of the Covenants or survey, except to the specific identified violation in Schedule B.

2. Verify that there are no recorded notices of violations of Covenants relating to environmental protection. Recorded notices must be identified and specifically excepted to in Schedule B.

3. Encroachments
    a. Specific exceptions should be shown in Schedule B for all encroachments over building setback lines or property lines.

Usage

Use of this Endorsement is approved upon request, and receipt of the requirements.

Form

The ALTA 9.2-06 can only be used with the ALTA Owner's Policy.

Unless otherwise noted, the Endorsement Form ALTA 9.2-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 9.2-06-FL)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9.2-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 9.2-06)
Pennsylvania (use PA 1032)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 9.3-06 – Covenants, Conditions and Restrictions, Encroachments, Minerals – Loan Policy

Background

The ALTA Endorsement 9.3-06 Covenants, Conditions and Restrictions – Loan Policy (4/2/12) is for the most part identical to the ALTA 9-06 Endorsement with a one exception. The ALTA 9.3-06 does not provide coverage for damage to improvements located on the land on or after the date of the policy resulting from the exercise of rights to use the surface of the land for the extraction or development of minerals even if the policy contains an exception for mineral rights. The term "Covenant" is defined in the endorsement as a "…covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." The term "Improvement" is defined as "…improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining Land as Date of Policy that constitutes real property."

The "Covenant" and "Improvement" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of:

- A violation that divests, subordinates, or extinguishes the lien of the Insured Mortgage;
- Results in the invalidity, unenforceability or lack of priority of the line of the Insured Mortgage;
- Causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Insured Mortgage;
- A violation of an enforceable Covenant on the Land at Date of Policy unless the exception to under Schedule B identifies the violation;
- Enforced removal of an Improvement that is a violation of a building setback line that is shown on the plat unless the exception to under Schedule B identifies the violation;
- A notice of violation of an enforceable Covenant, recorded in the Public Records at Date of Policy, relating to environmental protection describing any part of the Land and referring to that Covenant unless the exception to under Schedule B identifies the violation.

The ALTA 9.3-06 now shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- A Covenant in an instrument that creates a lease;
- A Covenant relating to obligations of maintenance, repair or remediation on the Land;
- A Covenant relating to environmental protection, except as provided in Section 3.d, including hazardous or toxic matters, conditions or substances.

Requirements

To issue this endorsement, the underwriter must

1. Obtain a copy of all recorded Covenants, Notices of Violation relating to Covenants; and a current and satisfactory survey.
2. If a current and satisfactory survey is not available, the transaction does not qualify for survey coverage without a new survey, or the transaction is in excess of Five Million ($5,000,000.00) Dollars in coverage, the following requirement must be added:

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

In other words, the issuance of the ALTA 9.3-06 is allowed without obtaining a current survey provided two requirements are met.

1. The transaction qualifies for survey coverage without a new survey a/k/a “No New Survey” coverage; and
2. The transaction is under Five Million ($5,000,000.00) dollars.

The following requirement applies to transactions that are Attorney Certified and:

- Is a commercial transaction; or
- Is a residential transaction, the property is located outside of the State of North Carolina and over $500,000.00 in coverage; or
- Is a residential transaction, the property is located in the State of North Carolina and over $1,500,000.00 in coverage.

ALTA9.3A Upon receipt of attorney certification that:

(a) Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) have been reviewed and that:
   i. there are no forfeiture provisions in the Covenant(s). If there are forfeiture provisions, that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage;
   ii. any lien in the Covenant(s) is expressly subordinate to the lien of the Insured Mortgage and that prior assessments are paid before closing;
   iii. the existing use does not violate the Covenant(s);
   iv. the Land has not been subdivided in violation of the Covenant(s);
   v. there are no options to purchase or rights of first refusal; and
   vi. there are no other known violations of the Covenant(s); AND

(b) Certification that there are no recorded notices of violation of environmental covenants.

The ALTA 9.3-06 Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the Loan Policy of Title Insurance.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met:

1. Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) to confirm the following:
    a. Verify that the Covenants do not contain a forfeiture provision(s), or if there is forfeiture provision(s) that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage. If forfeiture provisions are not subordinate to the lien of the Insured Mortgage, delete Section 3(a). Note: Exception language for Schedule B to remove coverage
    b. Verify that the Covenants do not contain any lien, or that the lien is expressly subordinate to the lien of the Insured Mortgage. Any prior assessments must be paid at or before closing. If the Covenant(s) create a lien that is not expressly subordinate to the lien of the Insured Mortgage, delete Section 3(a). Note: Exception language for Schedule B to remove coverage
    c. Verify that:
        i. the existing use does not violate the Covenant(s),
        ii. the Land has not been subdivided in violation of the Covenant(s);
        iii. there are no options to purchase or rights of first refusal; and
        iv. there are no other known violations of the Covenant(s).

    If a violation is noted during the review of the Covenants or survey, except to the specific identified violation in Schedule B.

    d. Verify that there are no recorded notices of violations of Covenants relating to environmental protection. Recorded notices must be identified and specifically excepted to in Schedule B.

2. Encroachments:
    a. Where the Company's underwriting guidelines require a survey, or the underwriter is provided with a survey, specific exceptions should be shown in Schedule B for all encroachments over building setback lines, property lines, or easements.

Usage

Use of this endorsement is approved upon request, and receipt of the REQUIREMENTS

Form

The ALTA 9.3-06 can only be used with the ~~2006~~ ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 9.3-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 9.3-06-FL)

Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9.3-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 9.3-06)
Pennsylvania (use TIRBOP Endorsement 1480 – Loan Policy only)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 9.5 – RESTRICTIONS, ENCROACHMENTS, MINERALS – OWNER'S POLICY – IMPROVED LAND

Background

The ALTA 9.5 is for the most part identical to the ALTA 9.2 with a one exception. The ALTA 9.5 provides additional coverage for damage to improvements located on the land on or after the date of the policy resulting from the exercise of rights to use the surface of the land for the extraction or development of minerals even if the policy contains an exception for mineral rights. Not only does this endorsement provide post policy coverage, it also expands the coverage from building to improvements.

Requirements

This endorsement is available for owner's policies only. The requirements for the issuance of this endorsement are the same as those for the issuance of the ALTA 9.1.

Form

The ALTA 9.5-06 can only be used with the ALTA Owner's Policy for property located in the State of Florida use this ALTA 9.5-06-FL.

Unless otherwise noted, the Endorsement Form may be copied for use or may be computer generated.

ALTA 9.6-06 – PRIVATE RIGHTS – LOAN POLICY

Background

The ALTA Endorsement 9.6-06: Private Rights – Loan Policy (4/2/13) is a new endorsement that contains a revision of the old Section 1(b) (2) from all of the existing endorsements. Section 1(b) (2) read as follows, "…Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant." The ALTA 9.6-06 has the term "Covenant" defined in the endorsement as a "…covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." And the term "Private Right" is defined as "…(i) a private charge or assessment; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant."

The "Covenant" and "Private Right" coverage under the endorsement provides for loss or damage sustained by the Insured if:

- An enforcement of a Private Right in an Covenant affecting the Title at Date of Policy
    - Results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; or
    - Causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.

The ALTA 9.6-06 shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- A Covenant in an instrument that creates a lease;
- A Covenant relating to obligations of maintenance, repair or remediation on the Land;
- A Covenant relating to environmental protection, including hazardous or toxic matters, conditions or substances; or
- Any Private Right in an instrument identified in an Exception shown in Schedule B.

Requirements

To issue this endorsement, the underwriter must obtain a

- copy of all recorded Covenants, notices of violation relating to Covenants; and

The following requirement applies to all transactions that are Attorney Certified:

ALTA9.6A Upon receipt of attorney certification that Covenant(s) (covenant, condition, limitation, or restriction in a document or in effect at Date of Policy) have been reviewed and:

(a) there are no forfeiture provisions in the Covenant(s). If there are forfeiture provisions, that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage;
(b) any private charge or assessment in the Covenant(s) is expressly subordinate to the lien of the Insured Mortgage and that prior charge or assessment is paid before closing;

(c) there are no options to purchase or rights of first refusal; AND
(d) there are no rights of prior approval of future purchasers or occupants.

The ALTA 9.6-06 Endorsement will be attached to the Loan Policy of Title Insurance.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met, in addition to our standard underwriting guidelines for a survey, when the ALTA 9.6-06 is requested:

Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) and survey to confirm the following:
Verify that the Covenants do not contain a forfeiture provision(s), or if there are forfeiture provision(s) that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage

a. Verify that the Covenants do not contain any private charge or assessment, or that the private charge or assessment is expressly subordinate to the lien of the Insured Mortgage. Any prior charge or assessment must be paid at or before closing;
b. Verify that:
    1. There are no options to purchase or rights of first refusal; and
    2. There are no rights of prior approval of a future purchaser or occupant.

If you are unable to verify the matters identified in Paragraphs (a) through (c) above, do not issue this endorsement without approval from the Home Office.

Form

Unless otherwise noted, the Endorsement Form ALTA 9.6-06: Private Rights – Loan Policy (4/2/13) may be copied for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9.6-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire

North Carolina
Ohio (use this ALTA 9.6-06)
Pennsylvania (use TIRBOP Endorsement 1033)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 9.6.1-06 – PRIVATE RIGHTS – CURRENT ASSESSMENTS – LOAN POLICY

Background

The ALTA Endorsement 9.6.1-06: Private Rights-Current Assessments – Loan Policy (4/2/15) is a new endorsement that contains a revision of the old Section 1(b) (2) from all of the existing endorsements. Section 1(b) (2) read as follows, "…Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant." The ALTA 9.6.1-06 has the term "Covenant" defined in the endorsement as a "…covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." And the term "Private Right" is defined as "…(i) a private charge or assessment due and payable at Date of Policy; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant."

The "Covenant" and "Private Right" coverage under the endorsement provides for loss or damage sustained by the Insured if:

- An enforcement of a Private Right in a Covenant affecting the Title at Date of Policy
    - Results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; or
    - Causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.

The ALTA 9.6.1-06 shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- A Covenant in an instrument that creates a lease;
- A Covenant relating to obligations of maintenance, repair or remediation on the Land;
- A Covenant relating to environmental protection, including hazardous or toxic matters, conditions or substances; or
- Any Private Right in an instrument identified in an Exception shown in Schedule B.

Requirements

To issue this endorsement, the underwriter must obtain a

- copy of all recorded Covenants, notices of violation relating to Covenants; and

The following requirement applies to all transactions that are Attorney Certified:

ALTA 9.6.1 Certification that Covenant(s) (covenant, condition, limitation, or restriction in a document or in effect at Date of Policy) have been reviewed and that:

(a) there are no forfeiture provisions in the Covenant(s). If there are forfeiture provisions, that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage;
(b) any private charge or assessment in the Covenant(s) is expressly subordinate to the lien of the Insured Mortgage and that prior charge or assessment is paid before closing;
(c) there are no options to purchase or rights of first refusal; and
(d) there are no rights of prior approval of future purchasers or occupants.

The ALTA 9.6.1-06 Endorsement will be attached to the Loan Policy of Title Insurance.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met, in addition to our standard underwriting guidelines for a survey, when the ALTA 9.6.1-06 is requested:

Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) and survey to confirm the following:

a. Verify that the Covenants do not contain a forfeiture provision(s), or if there are forfeiture provision(s) that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage;
b. Verify that the Covenants do not contain any private charge or assessment, or that the private charge or assessment is expressly subordinate to the lien of the Insured Mortgage. Any prior charge or assessment must be paid at or before closing;
c. Verify that:
    1. There are no options to purchase or rights of first refusal; and
    2. There are no rights of prior approval of a future purchaser or occupant.

If you are unable to verify the matters identified in Paragraphs (a) through (c) above, do not issue this endorsement without approval from the Home Office.

Form

Unless otherwise noted, the Endorsement Form ALTA 9.6.1-06: Private Rights-Current Assessments – Loan Policy (4/2/15) may be copied for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Illinois
Louisiana (use this ALTA 9.6.1-06)
Maryland
North Carolina
New Hampshire
Tennessee
Wisconsin
West Virginia

ALTA 9.7-06 – RESTRICTIONS, ENCROACHMENTS, MINERALS – LAND UNDER DEVELOPMENT – LOAN POLICY

Background

The ALTA Endorsement 9.7-06: Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy (4/2/12) is a new endorsement designed to be issued on a Loan Policy only on property that is currently under development. This endorsement provides coverage similar to that of the ALTA 9-06 except that it provides coverage with respect to Future Improvements that are shown on identified plans (survey, site and elevation plans or other depictions or drawings prepared by an architect or engineer and identified in Section 2.d of the endorsement).

The ALTA 9.7-06 has the term "Covenant" defined in the endorsement as "…a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." The term "Future Improvement" is defined as, "…a building, structure, road, walkway, driveway, curb, lawn, shrubbery, or trees to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property." The term "Improvement" is defined as, "…an improvement, including any lawn, shrubbery, or trees, affixed to either the Land, or adjoining land at Date of Policy that by law constitutes real property." The term "Plans" is defined as, "…survey, site and elevation plans…"

The "Covenant" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of a violation that:

- Divests, subordinates, or extinguishes the lien of the Insured Mortgage, or
- Results in the invalidity, unenforceability or lack of priority of the Insured Mortgage, or
- Causes a loss on the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
- A violation of an enforceable Covenant of an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception under Schedule B identifies the violation;
- Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
- A notice of violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation referred to in that notice, unless an exception in Schedule B identifies the notice of the violation a "…covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." And the term "Private Right" is defined as "…(i) a private charge or assessment; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant."

The "encroachment" and "Improvement" coverage under the endorsement provides for loss or damage sustained by the Insured if:

- An encroachment located on the Land at Date of Policy or a Future Improvements, onto adjoining land or onto that portion of the Land subject to an Easement; or
- An Improvement located on adjoining land onto the Land at Date of Policy; of a Private Right in an Covenant affecting the Title at Date of Policy; unless an exception in Schedule B of the policy identifies the encroachment otherwise insured against in Sections 4.a.i or 4.a.ii.; and
- Damage to an Improvement located on the Land at Date of Policy or a Future Improvement
    - That encroaches onto that portion of the Land subject to an easement excepted to in Schedule B, which damage results from the exercise of the right to maintain the easement for the purposes for which is was granted or reserved; or
    - Resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substance from the description of the Land or excepted in Schedule B.

The ALTA 9.7-06 shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- Any Covenant contained in an instrument creating a lease;
- Any Covenant relating to obligations of any type to perform maintenance, repair or remediation on the Land;
- Except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or
- Negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

Requireents

To issue this endorsement, the underwriter must

- obtain a copy of all recorded Covenants, Notices of violation relating to Covenants, and any instrument severing mineral rights or subsurface substances.

The following requirements must be added:

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

S9AES Receipt of the architect or engineer's site and elevation plans showing the Improvements to be constructed or affixed to the Land.

The following requirement applies to all transactions that are Attorney Certified:

ALTA9.7A Upon receipt of

(a) A satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines;

(b) The architect or engineer's site and elevation plans showing the Improvements to be constructed or affixed to the Land;
(c) Certification that Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy), survey and Plans have been reviewed and that:
   i. there are no forfeiture provisions in the Covenant(s). If there are forfeiture provisions, that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage;
   ii. any lien in the Covenant(s) is expressly subordinate to the lien of the Insured Mortgage and that prior assessments are paid before closing;
   iii. the existing or future use does not violate the Covenant(s);
   iv. the Land has not been subdivided in violation of the Covenant(s);
   v. there are no options to purchase or rights of first refusal; and
   vi. there are no other known violations of the Covenant(s)
(d) Certification that there are no outstanding reservations or severance of minerals or other subsurface substances (other than royalties) or that the instrument does not include any right to use the surface of the Land; AND
(e) Certification that there are no recorded notices of violation of environmental covenants.

The ALTA 9.7-06 Endorsement will be attached to the Loan Policy of Title Insurance.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met, in addition to our standard underwriting guidelines for a survey, when the ALTA 9.7-06 is requested:

1. Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy), survey and Plans to confirm the following:
   a. Verify that the Covenants do not contain a forfeiture provision(s), or if there are forfeiture provision(s) that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage. If forfeiture provisions are not subordinate to the lien of the Insured Mortgage, delete Section 3(a) with the following note under Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

      Note: Section 3(a) of the attached ALTA 9-06 Endorsement is hereby deleted.

   b. Verify that the Covenants do not contain any lien, or that the lien is expressly subordinate to the lien of the Insured Mortgage. Any prior assessments must be paid at or before closing. If the Covenant(s) create a lien that is not expressly subordinate to the lien of the Insured Mortgage, delete Section 3(a) with the following note under Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

      Note: Section 3(a) of the attached ALTA 9-06 is hereby deleted.

c. Verify that:
    i. the existing or future use does not violate the Covenant(s),
    ii. the Land has not been subdivided in violation of the Covenant(s);
    iii. there are no options to purchase or rights of first refusal; and
    iv. there are no other known violations of the Covenant(s).

If a violation is noted during the review of the Covenants, survey or Plans, except to the specific identified violation in Schedule B.

d. Verify that there are no recorded notices of violations of Covenants relating to environmental protection. Recorded notices must be identified and specifically excepted to in Schedule B.

2. Encroachments:
    a. Specific exceptions should be shown in Schedule B for all encroachments over building setback lines, property lines, or easements shown on the survey and Plans.
    b. If Improvements or Future Improvements materially encroach over an easement such that the encroachment interferes with the right to maintain the easement for the purpose for which it was granted, delete Section 4(b)(i) of the Endorsement with the following note under Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy, unless you secure underwriter approval.

    Note: Section 4(b)(i) of the attached ALTA 9.7-06 is hereby deleted.

3. Minerals and Other Subsurface Substance:
   In order to provide the coverage of Section 4(b)(ii) relating to minerals and other subsurface substances, comply with one of the following requirements:
    a. verify that there is no separation of minerals or other subsurface substances (other than royalties) by deed, lease or otherwise or that the instrument does not include any right to use the surface of the Land; or
    b. for 1-4 family residences within platted subdivisions, apartment complexes, office buildings and shopping centers, coverage may be provided even if there are outstanding minerals or other subsurface substances unless you know that the land or surrounding land has actual mining or development of other subsurface substance; or
    c. secure underwriter approval.

If you cannot comply with 3(a)(b) or (c), delete Section 4(b)(ii).

Form

Unless otherwise noted, the Endorsement Form ALTA 9.7-06: Restrictions, Encroachments, Minerals – Land Under Development – Loan Policy (4/2/12, technical correction 8/1/16) may be copied for use or may be computer generated.

The information from the survey, site and elevation plans must be inserted into the appropriate blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9.7-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 9.7-06)
Pennsylvania (use TIRBOP Endorsement 1034)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 9.8-06 – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER'S POLICY

Background

The ALTA Endorsement 9.8-06: Covenants, Conditions and Restrictions – Land Under Development – Owner's Policy (4/2/12) is a new endorsement designed to be issued on an Owner's Policy only on property that is currently under development. This endorsement provides coverage similar to that of the ALTA 9.2-06 except that it provides coverage with respect to Future Improvements that are shown on identified plans (survey, site and elevation plans or other depictions or drawings prepared by an architect or engineer and identified in Section 2.d of the endorsement).

The ALTA 9.8-06 has the term "Covenant" defined in the endorsement as "…a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." The term "Future Improvement" is defined as, "…a building, structure, road, walkway, driveway, curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property..." However, it specifically excludes the following from "Future Improvements", "…crops, landscaping, lawn, shrubbery, or trees." The term "Improvement" is defined as, "…a building, structure located on the surface of the Land, road, walkway, driveway, or curb affixed to the Lad at Date of Policy and that by law constitutes real property, but excludes any crops, landscaping, law, shrubbery, or trees." The term "Plans" is defined as, "…survey, site and elevation plans…"

The "Covenant" and "Improvement" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of a violation that:

- A violation of an enforceable Covenant of an Improvement on the Land at Date of Policy or by a Future Improvement, unless an exception under Schedule B identifies the violation;
- Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Policy, unless an exception in Schedule B of the policy identifies the violation; or
- A notice of violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B identifies the notice of the violation.

The ALTA 9.8-06 shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- Any Covenant contained in an instrument creating a lease;
- Any Covenant relating to obligations of any type to perform maintenance, repair or remediation on the Land;
- Except as provided in Section 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;

Requirements

To issue this endorsement, the underwriter must:

- Obtain a copy of all recorded Covenants, Notices of violation relating to Covenants.

The following requirements must be added:

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

S9AES Receipt of the architect or engineer's site and elevation plans showing the Improvements to be constructed or affixed to the Land.

The following requirement applies to all transactions that are Attorney Certified:

ALTA9.8A Upon receipt of

(a) Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines
(b) Receipt of the architect or engineer's site and elevation plans showing the Improvements to be constructed or affixed to the Land
(c) Certification that Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy), survey and Plans have been reviewed and that:
  i. the existing use or future improvements shown on the Plans do not violate the Covenants;
  ii. the Land has not been subdivided in violation of the Covenant(s); and
  iii. there are no other known violations of the Covenant(s)
(d) Certification that there are no recorded notices of violation of environmental covenants.

The ALTA 9.8-06 in the form attached hereto, but completed as is appropriate, will be attached to the Owner's Policy of Title Insurance.

Underwriting Guidelines:

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met, in addition to our standard underwriting guidelines for a survey, when the ALTA 9.8-06 is requested:

1. Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy), survey and Plans to confirm the following:
   a. Verify that:
      i. the existing or future use does not violate the Covenant(s),
      ii. the Land has not been subdivided in violation of the Covenant(s); and
      iii. there are no other known violations of the Covenant(s).

If a violation is noted during the review of the Covenants, survey or Plans, except to the specific identified violation in Schedule B.

   b. Verify that there are no recorded notices of violations of Covenants relating to environmental protection. Recorded notices must be identified and specifically excepted to in Schedule B.

2. Specific exceptions should be shown in Schedule B for all encroachments over building setback lines, property lines, or easements shown on the survey and Plans.

Form

Unless otherwise noted, the Endorsement Form ALTA 9.8-06: Covenants, Conditions and Restrictions – Land Under Development – Owner's Policy (4/2/12) may be copied for use or may be computer generated.

The information from the survey, site and elevation plans must be inserted into the appropriate blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9.8-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 9.8-06)
Pennsylvania (use TIRBOP Endorsement 1035)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 9.9-06 – PRIVATE RIGHT'S – OWNER'S POLICY

Background

The ALTA Endorsement 9.9-06: Private Rights – Owner's Policy (4/2/13) is a new endorsement that contains a revision of the old Section 1(b) (2) from all of the existing endorsements. Section 1(b) (2) read as follows, "…Any instrument referred to in Schedule B as containing covenants, conditions, or restrictions on the Land that, in addition, (A) establishes an easement on the Land, (B) provides a lien for liquidated damages, (C) provides for a private charge or assessment, (D) provides for an option to purchase, a right of first refusal, or the prior approval of a future purchaser or occupant."

The ALTA 9.9-06 has the term "Covenant" defined in the endorsement as a "…covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy." The term "Private Right" is defined as "…(i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant."

The "Covenant" and "Private Right" coverage under the endorsement provides for loss or damage sustained by the Insured if:

- An enforcement of a Private Right in an Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.

The ALTA 9.9-06 shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- Any Covenant contained in an instrument that creates a lease;
- Any Covenant relating to obligations of maintenance, repair or remediation on the Land;
- Any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances; or
- Any Private Right in an instrument identified in an Exception shown in Schedule B.

Requirements

To issue this endorsement, the underwriter must

- Obtain a copy of all recorded Covenants, Notices of violation relating to Covenants.

The following requirement applies to all transactions that are Attorney Certified:

ALTA9.9A Upon receipt of certification that Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) have been reviewed and that:

(a) there are no forfeiture provisions in the Covenant(s). If there are forfeiture provisions, that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage;
(b) there are no options to purchase or rights of first refusal; and
(c) there are no rights of prior approval of future purchasers or occupants..

The ALTA 9.9-06 in the form attached hereto, but completed as is appropriate, will be attached to the Owner's Policy of Title Insurance.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met, in addition to our standard underwriting guidelines for a survey, when the ALTA 9.9-06 is requested:

1. Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) to confirm the following:
    a. Verify that the Covenants do not contain a forfeiture provision(s), or if there are forfeiture provision(s) that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage.
    b. Verify that:
        i. there are no options to purchase or rights of first refusal; and
        ii. there are no rights of prior approval of a future purchaser or occupant.

If you are unable to verify the matters identified in Paragraphs (a) and (b) above, do not issue this endorsement without approval from the Home Office.

Form

Unless otherwise noted, the Endorsement Form ALTA 9.9-06: Private Rights – Owner's Policy (4/2/13) may be copied for use or may be computer generated.

The underwriter can insert the exceptions under Schedule B of the Owner's Policy of Title Insurance relating to any Private Right into the blank on the endorsement.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9.9-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 9.9-06)
Pennsylvania (use TIRBOP Endorsement PA 1490 – Owner's only)

South Carolina
Tennessee
Virginia
West Virginia

ALTA 9.10-06 – Restrictions, Encroachments, Minerals – Current Violations – Loan Policy

Background

The ALTA Endorsement 9.10-06 (Restrictions, Encroachments, Minerals – Current Violations – Loan Policy (4/2/13) has two specific terms defined in it that is applicable throughout the entire endorsement. The term "Covenant" is defined in the endorsement as a "…covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy." The term "Improvement" is defined as "…improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining Land as Date of Policy that constitutes real property."

The "Covenant" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of:

- divests, subordinates, or extinguishes the lien of the Insured Mortgage
- results in the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage; or
- causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness.
- A violation of an enforceable Covenant on the Land at Date of Policy unless the exception to under Schedule B identifies the violation
- Enforced removal of an Improvement that is a violation of a building setback line that is shown on the plat unless the exception to under Schedule B identifies the violation; or
- A notice of violation of an enforceable Covenant, recorded in the Public Records at Date of Policy, relating to environmental protection describing any part of the Land and referring to that Covenant unless the exception to under Schedule B identifies the violation

Title insurance companies routinely make exceptions for encroachments. The "encroachment" coverage under the endorsement provides for loss or damage sustained by the Insured by reason of:

- An encroachment of
    1. an Improvement located on the Land, at Date of Policy, onto adjoining land or that portion of the Land subject to an easement;
    2. An encroachment of an Improvement located on adjoining land on the Land at Date of Policy,

  unless an exception in Sch. B of the policy identifies the encroachment otherwise insured against in Section 4.a.i or 4.a.ii of the endorsement;
- A final court order or judgment requiring the removal from any adjoining Land of an encroachment identified in Sch. B; or
- Damage to an Improvement located on the Land, at Date of Policy
    1. That is located on or encroaches onto that portion of the Land subject to an easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purposes for which is was granted or reserved; or
    2. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

The ALTA 9.10-06 shows specific matters which the Company will not provide coverage for loss or damage resulting from:

- A Covenant in an instrument that creates a lease;
- A Covenant relating to obligations of maintenance, repair or remediation on the Land;
- A Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except as provided in Section 3.d;
- Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence;
- Negligence of a person or Entity exercising a right to extract or develop minerals or other subsurface substances.

Requirements

To issue this endorsement, the underwriter must:

1. Obtain a copy of all recorded Covenants, Notices of violation relating to Covenants, current and satisfactory survey and any instrument severing mineral rights or subsurface substances and
2. If a current and satisfactory survey is not available, the transaction does not qualify for survey coverage without a new survey, or the transaction is in excess of Five Million ($5,000,000.00) Dollars in coverage, the following requirement must be added when the ALTA 9-06 is requested:

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

In other words, the issuance of the ALTA 9.10-06 is allowed without obtaining a current survey provided two requirements are met.

1. The transaction qualifies for survey coverage without a new survey a/k/a “No New Survey” coverage; and
2. The transaction is under Five Million ($5,000,000.00) Dollars.

The following requirement applies to transactions that are Attorney Certified and:

- Is a commercial transaction; or
- Is a residential transaction, the property is located outside of the State of North Carolina and over $500,000.00 in coverage; or
- Is a residential transaction, the property is located in the State of North Carolina and over $1,500,000.00 in coverage.

ALTA9.10 Upon receipt of attorney certification that:

(a) Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) have been reviewed and that:
  i. all liens and assessments provided for in the Covenant(s) have been paid;
  ii. the existing use does not violate the Covenant(s);
  iii. the Land has not been subdivided in violation of the Covenant(s);

iv. there are no unexercised options to purchase or outstanding rights of first refusal; and
v. there are no other known violations of the Covenant(s)

(b) Certification that there are no outstanding reservations or severance of minerals or other subsurface substances (other than royalties) or that the instrument does not include any right to use the surface of the Land; and
(c) Certification that there are no recorded notices of violation of environmental covenants.

The ALTA 9.10-06 Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the Loan Policy of Title Insurance.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met:

1. Review Covenant(s) (covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy) to confirm the following:
    a. Verify that the Covenants do not contain a forfeiture provision(s), or if there are forfeiture provision(s) that the forfeiture provisions are expressly subordinate to the lien of the Insured Mortgage. If forfeiture provisions are not subordinate to the lien of the Insured Mortgage, delete Section 3(a). The following note must be included in Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

        Note: Section 3(a) of the attached ALTA 9.10-06 is hereby deleted
    b. Verify that:
        i. the existing use does not violate the Covenant(s),
        ii. the Land has not been subdivided in violation of the Covenant(s);
        iii. there are no unexercised options to purchase or rights of first refusal; and
        iv. there are no other known violations of the Covenant(s).

        If a violation is noted during the review of the Covenants or survey, except to the specific identified violation in Schedule B.
    c. Verify that there are no recorded notices of violations of Covenants relating to environmental protection. Recorded notices must be identified and specifically excepted to in Schedule B.

2. Encroachments:
    a. Where the Company's underwriting guidelines require a survey, or the underwriter is provided with a survey, specific exceptions should be shown in Schedule B for all encroachments over building setback lines, property lines, or easements.
    b. If Improvements materially encroach over an easement such that the encroachment interferes with the right to maintain the easement for the purpose for which it was granted, delete Section 4(c)(i) of the Endorsement, unless you secure underwriter approval. The following note must be included in Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

Note: Section 4(c)(i) of the attached ALTA 9.10-06 Endorsement is hereby deleted.

c. If Improvements encroach over adjoining land or onto a road, coverage provided under Section 4(b) must be removed, unless you secure underwriter approval. The following note must be included in Sch. B, Pt. I of the Loan Policy and/or on the Addendum to the Short Form Policy:

Note: Section 4(b) of the attached ALTA 9.10-06 Endorsement is hereby deleted.

3. Minerals and Other Subsurface Substance:
In order to provide the coverage of Section 4(c)(ii) relating to minerals and other subsurface substances, comply with one of the following requirements:
    a. verify that there is no separation of minerals or other subsurface substances (other than royalties) by deed, lease or otherwise or that the instrument does not include any right to use the surface of the Land; or
    b. for 1-4 family residences within platted subdivisions, apartment complexes, office buildings and shopping centers, coverage may be provided even if there are outstanding minerals or other subsurface substances unless you know that the land or surrounding land has actual mining or development of other subsurface substance; or
    c. secure underwriter approval.

If you cannot comply with 3(a)(b) or (c), delete Section 4(c)(ii) of the endorsement.

Usage

Use of this Endorsement is approved upon request, and receipt of the Requirements.

Form

The ALTA 9.10-06 can only be used with the ~~2006~~ ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 9.10-06 (Restrictions, Encroachments, Minerals – Current Violations – Loan Policy (4/2/13, technical correction 8/1/16) may be COPIED for use or may be computer generated.

States where available for use

The ALTA 9.10-06 Endorsement is available in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 9.10-06)
Maryland

Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 9.10-06)
Pennsylvania (use TIRBOP 1590 – Loan Policy only)
South Carolina
Tennessee
Virginia
West Virginia

RESTRICTIONS - NO APPARENT EXISTING VIOLATION: LOAN POLICY ONLY, PENNSYLVANIA

Background

This endorsement insures that the restrictions have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title.

Requirements and Usage

Use of this ENDORSEMENT is approved as needed and where there is no apparent violation of restrictions by existing construction.

Form

Unless otherwise noted, the Endorsement Form TIRBOP-PA Endorsement 100 (Restrictions-No Apparent Violations)-Loan Policy Only may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s): **Pennsylvania**

Coverage (Additional Coverage, Increase Coverage)

ADDITIONAL COVERAGE ENDORSEMENT

Background

This endorsement may be requested by the Lender as assurance that the Company will increase the coverage of the policy (upon payment of additional premium, if applicable).

Usage

Use of this Endorsement is approved as needed.

Form

Unless otherwise noted, the Endorsement Form Additional Coverage Endorsement may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks. The indented text on the ENDORSEMENT form may be added to the appropriate item in Schedule B in lieu of adding an Endorsement [refer to appropriate text in the Underwriting Manuals].

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

LATISSO INCREASED COVERAGE ENDORSEMENT

Background

The LATISSO 102 Increased Coverage Endorsement offers the Insured under an existing Owner or Loan Policy the ability to increase the amount of insurance with the Company.

Requirements

The LATISSO 102 endorsement is designed to be used only with an existing Owner's or Loan Policy; it may be used with both residential and commercial transactions. When issuing the endorsement, "blanks" need to be completed to give the endorsement.

In order to give the endorsement to an owner, the Company must receive satisfactory evidence of the full value of the land. This can include a recent appraisal.

In order to give the endorsement to a lender, the Company must receive satisfactory evidence that the endorsed coverage amount will not exceed the maximum amount secured by the mortgage.

The applicable premium must be collected from the party requesting the endorsement.

Usage

Use of this Endorsement is approved upon request and receipt of the REQUIREMENTS.

Form

Unless otherwise noted, the LATISSO 102 Increased Coverage Endorsement may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in Louisiana

Extension Of Expiration Date Endorsement (Of A 'Temporary' Construction Loan Policy)

Background

When an original 'temporary' construction loan policy notes "issued for a period of --- years" and is thus limited or expires at some date, this endorsement may be attached to said policy to advise the Lender that such policy may be converted to a non-expiring mortgagee policy.

Requirements

Payment of appropriate premium, if applicable.

Usage

Use of this Endorsement is approved as needed.

Form

Unless otherwise noted, the Endorsement Form Extension Of Expiration Date Endorsement (Of A ‘Temporary’ Construction Loan Policy) may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Doing Business

ALTA 24-06: Doing Business

Background

The ALTA 24-06 (Doing Business 10/16/2008) Endorsement insures the lender against loss or damage from the invalidity or unenforceability of the Insured Mortgage because of the failure of the lender to qualify to do business in the state where the Land is located. The ALTA 24-06 Endorsement is to be utilized with a mortgagee policy only.

Requirements

In order to provide this endorsement, the Company requires verification of the Insured being qualified to do business in the state where the land is located.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 24-06 Endorsement is to be utilized with a mortgagee policy only.

Unless otherwise noted, the Endorsement Form ALTA 24-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 24-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 24-06)
South Carolina
Tennessee
Virginia
West Virginia

Due Execution

DUE EXECUTION ENDORSEMENT

Background

This endorsement insures Lender and/or Owner against any defect in the execution of the instrument creating the estate or interest in Schedule A.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Due Execution Endorsement may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Easements

ALTA 28-06: EASEMENT – DAMAGE OR ENFORCED REMOVAL

Background

The ALTA 28-06: Easement – Damage or Enforced Removal (Revised 2/3/2010) Endorsement was adopted in October 2008 and designed for use with both lender and owner's policies. The ALTA 28-06 Endorsement provides coverage against loss or damage sustained by the Insured lender or owner for damage to or enforced removal of an existing building on the Land due to the exercise of the right of use or maintenance of an identified easement in the policy.

Please note that the ALTA 28-06 Endorsement may only be used for improved property with existing buildings.

Requirements

To issue this endorsement, the underwriter must obtain:

A copy of all easements affecting the property; and the following requirement must be added to the commitment:

S28 Receipt of a satisfactory up-to-date survey of the property showing all improvements and all locatable easements.

The following requirement applies to transactions that are Attorney Certified:

ALTA28 Upon receipt and satisfactory review of

(a) An up-to-date survey of the property showing all improvements and all locatable easements; AND
(b) All easements not shown or disclosed on the survey.

The ALTA 28-06 Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ (Owner's or Loan) Policy of Title Insurance.

Underwriting Guidelines

In addition to the standard underwriting guidelines for a survey, the following also applies when the ALTA 28-06 Endorsement is requested:

1. Review any easements for which the customer has requested ALTA 28-06 Endorsement coverage, taking into consideration the age, scope, type, and use of the easement. Underwriters should consider the location of existing buildings in relation to the nature and scope of the easement and the easement holder's right to maintain the easement.
    a. Verify that:
        i. Any building encroachment(s) does not exceed 1/3 the width of any located easement(s) shown on the survey; and
        ii. any easement not shown or disclosed on the survey is a blanket easement;

NOTE: A blanket easement is one that does that not contain a specific description of its location on the land.

If you are not able to verify (i) and (ii) above, Home Office approval is required to issue this endorsement.

Usage

Use of this Endorsement is approved upon request and upon receipt of the Requirements.

Form

The ALTA 28-06 Endorsement can be attached to either the Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 28-06 may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blank.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 28-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 28-06)
Pennsylvania (use TIRBOP-PA Endorsement 1310 (Easement –Damage or Enforced Removal)-Loan Policy or TIRBOP-PA Endorsement 1311 (Easement-Damage or Enforced Removal)-Owner's Policy)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 28.1-06: ENCROACHMENTS- BOUNDARIES AND EASEMENTS

Background

The ALTA 28.1: Encroachments – Boundaries and Easements (2021 v. 01.00 (07-01-2021) endorsement is designed for residential and commercial property for both the owner and lender. This endorsement provides coverage against loss or damage due to encroachments of improvements onto adjoining land or onto an easement to which the land is subject. The endorsement also provides coverage for loss or damage due to encroachment of improvement located on the adjoining land onto the Land. It also provides protection against enforced removal of the encroachment of an improvement into an easement as a result of the easement holder's exercise of rights to use or maintain the easement. Section 4 of the endorsement is designed to allow the underwriter to except to encroachments to which the company will not afford this protection. This endorsement was revised in 2021 to conform the language of Section 4 to match the language in the other 28 series endorsements.

Please note that the ALTA 28.1~~-06~~ Endorsement may only be used for improved property with existing buildings.

Requirements

To issue this endorsement, the underwriter must obtain:

A copy of all easements affecting the property and the following requirement must be added to the commitment:

S28 Receipt of a satisfactory up-to-date survey of the property showing all improvements and all locatable easements.

The following requirement applies to transactions that are Attorney Certified:

ALTA28.1 Upon receipt and satisfactory review of

(a) An up-to-date survey of the property showing all improvements and all locatable easements; AND
(b) All easements not shown or disclosed on the survey.

The ALTA 28.1 Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ (Owner's or Loan) Policy of Title Insurance.

Underwriting Guidelines

In addition to the standard underwriting guidelines for a survey, the following also applies when the ALTA 28.1-06 Endorsement is requested:

1. Review any easements for which the customer has requested ALTA 28.1 Endorsement coverage, taking into consideration the age, scope, type, and use of the easement. Underwriters should consider the location of existing buildings in relation to the nature and scope of the easement and the easement holder's right to maintain the easement.
   a. Verify that:

   i. Any building encroachment(s) does not exceed 1/3 the width of any located easement(s) shown on the survey; and
   ii. any easement not shown or disclosed on the survey is a blanket easement;

b. Except to all encroachments over property lines or easements in Schedule B
c. If improvements encroach over more than 1/3 of the width of an easement, list the Exception number(s) for such encroachments in Section 4 of the endorsement unless you receive approval from the Company.
d. If improvements encroach over adjoining land or onto a road, list the Exception number(s) for such encroachments in Section 4 of the endorsement unless you receive approval from the Company.
e. If improvements located on adjoining land encroach onto the Land to be insured, list the Exception number(s) for such encroachments in Section 4 of the endorsement unless you receive approval from the Company.

NOTE: A blanket easement is one that does that not contain a specific description of its location on the land.

If you are not able to verify (i) and (ii) above, Home Office approval is required to issue this endorsement.

Usage
Use of this Endorsement is approved upon request and upon receipt of the Requirements.

Form
The ALTA 28.1 Endorsement can be attached to either the 2006 or 2021 Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 28.1 may be COPIED for use or may be computer generated.

Special Instructions
Complete the blank to show the specific improvement for which coverage is to be excluded ~~provided~~ must be identified in Paragraph 4 of the endorsement.

States where available for use
The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 28.1-06)
Maryland
Michigan

Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 28.1-06)
Pennsylvania (use TIRBOP-PA Endorsement 1312 (Encroachments – Boundaries and Easements) – Loan Policy or TIRBOP-PA Endorsement 1313 (Encroachments – Boundaries and Easements) – Owner's Policy)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 28.2-06: ENCROACHMENTS- BOUNDARIES AND EASEMENTS- DESCRIBED IMPROVEMENTS

Background

The ALTA 28.2-06: Encroachments – Boundaries and Easements – Described Improvements (4/2/2013) endorsement was adopted in April 2013 and is designed for residential and commercial property for both the owner and lender. This endorsement provides coverage against loss or damage due to the encroachment of described improvements onto adjoining land or onto an easement to which the land is subject. The endorsement also provides coverage for loss or damage due to encroachment of described improvements located on the adjoining land onto the insured land. It also provides protection against enforced removal of the encroachment of a described improvement into an easement as a result of the easement holder's exercise of rights to use or maintain the easement. Section 4 of the endorsement is designed to allow the underwriter to except to encroachments to which the company will not afford this protection.

Please note that the ALTA 28.2-06 Endorsement may only be used for improved property. The specific improvement for which coverage is to be provided must be identified in Paragraph 2 of the endorsement.

Requirements:

To issue the ALTA 28.2-06 Endorsement, the underwriter must obtain a copy of all easements affecting the property; and the following requirement must be added to the commitment:

S28 Receipt of a satisfactory up-to-date survey of the property showing all improvements and all locatable easements.

The following requirement applies to transactions that are Attorney Certified:

ALTA28.2 Upon receipt and satisfactory review of

(a) An up-to-date survey of the property showing all improvements and all locatable easements; AND
(b) All easements not shown or disclosed on the survey.

The ALTA 28.2-06 Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ (Owner's or Loan) Policy of Title Insurance.

Underwriting Guidelines

In addition to the standard underwriting guidelines for a survey, the following also applies when the ALTA 28.2-06 Endorsement is requested:

1. Review any easements for which the customer has requested ALTA 28.2-06: Encroachments – Boundaries and Easements – Described Improvements (4/2/2013) coverage, taking into consideration the age, scope, type, and use of the easement. Underwriters should consider the location of existing buildings in relation to the nature and scope of the easement and the easement holder's right to maintain the easement.
    a. Verify that:

   i. Any building encroachment(s) does not exceed 1/3 the width of any located easement(s) shown on the survey; and
   ii. any easement not shown or disclosed on the survey is a blanket easement;
b. Except to all encroachments over property lines or easements in Schedule B
c. If improvements encroach over more than 1/3 of the width of an easement, list the Exception number(s) for such encroachments in Section 4 of the endorsement unless you receive approval from the Company.
d. If improvements encroach over adjoining land or onto a road, list the Exception number(s) for such encroachments in Section 4 of the endorsement unless you receive approval from the Company.
e. If improvements located on adjoining land encroach onto the Land to be insured, list the Exception number(s) for such encroachments in Section 4 of the endorsement unless you receive approval from the Company.
f. Form
g. Unless otherwise noted, the ALTA 28.2-06 Endorsement may be COPIED for use or may be computer generated.

NOTE: A blanket easement is one that does that not contain a specific description of its location on the land.

If you are not able to verify (i) and (ii) above, Home Office approval is required to issue this endorsement.

Usage

Use of this Endorsement is approved upon request and upon receipt of the Requirements.

Form

The ALTA 28.1-06 Endorsement can be attached to either the Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 28.2-06 may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blank to show the specific improvement for which coverage is to be provided must be identified in Paragraph 2 of the endorsement.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky

Louisiana (use this ALTA 28.2-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 28.2-06)
Pennsylvania (use TIRBOP 1316 for a loan policy and TIRBOP 1317 for an Owner's Policy)
South Carolina
Tennessee
Virginia
West Virginia

TIRSA Residential Mortgage Endorsement (1-4 Family)

Background

This endorsement insures the Lender that
1. the location of any easement or right-of-way is ascertainable and fixed,
2. the exercise of any rights pursuant to any such easement or right-of-way will not interfere with the use as presently insured, and
3. there are no violations of covenants, conditions or restrictions.

Requirements and Usage

Use of this endorsement is approved with favorable examination of a current survey.

Form

Unless otherwise noted, the Endorsement Form TIRSA Residential Mortgage Endorsement (1-4 Family) may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): **New York**

Encroachments

ENCROACHMENT ENDORSEMENT

Background

This endorsement insures the Lender against loss or damage by "reason of any final judgment or decree ... denying the right to maintain improvements as now located ... because of encroachment over adjoining land..."

Requirements and Usage

Use of this Endorsement is approved with favorable examination of a current survey.

Form

Unless otherwise noted, the Endorsement Form Encroachment Endorsement may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: The indented text on the ENDORSEMENT form may be added to the appropriate item in Schedule B in lieu of adding an Endorsement [refer to appropriate text in the Underwriting Manuals].

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Energy Project

ALTA 36-06 – ENERGY PROJECT – LEASEHOLD/EASEMENTS – OWNER'S

Background

Energy projects, including those designed to harvest wind and solar for energy, have accounted for a significant percentage of volume and gross revenue for the title insurance industry for a number of years and, particularly, in recent years as our country seeks to reduce its reliance on foreign energy sources. This market segment, perhaps more than any other, seeks to tailor title insurance coverage to fit its needs through endorsements and, in the absence of acceptable endorsements, by adding coverage in the policy Schedules. Transactions such as these usually involve large numbers of contiguous and interdependent tracts in an integrated project, significantly impacted by the physical layout, existing improvements and uses, other easements and other conditions affecting the Land, as well as a typical landlord-tenants relationship.

The ALTA 36-06 – Energy Project – Leasehold/Easement – Owner's (04/02/12) endorsement is patterned after the ALTA Endorsement 13-06 (Leasehold – Owner's). It also:

1. adds some energy project-specific definitions;
2. includes coverage for insured easement interests, as well as for insured leasehold estates, that are often utilized in lieu of or along with leases to create the rights in the land for some or all of the project improvements; as well as other more traditional easement purposes;
3. expands the "Valuation of Title" section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the "integrated project,";
4. builds in coverage pertaining to "Severable Improvements" (as defined) that is also available through the ALTA Endorsement 31-06 – Severable Improvements (2/3/11);
5. tailors the "Additional Items of Loss" section as appropriate to the energy project context; and
6. adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

Requirements

ALTA36 Receipt of satisfactory documentation that:

(a) the Land for the energy project includes leasehold and easement rights which are a common component of energy projects;
(b) of recordation of satisfactory Lease (or memorandum of) evidencing the Leasehold Estate in the Land to be insured, including any covenants, conditions or restrictions contained in the Lease;
(c) of recordation of satisfactory Easement to be insured, including the terms, covenants, conditions or restrictions contained in the Easement;
(d) Receipt of:

   i. architect's or engineer's Plan's (survey, site elevation & other drawings) for specific Future Improvements contemplated,
   ii. a current and accurate survey of the Land,

(e) that the Lease and Easement provide for the removal by the Insured of the Severable Improvements (i.e. property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land, and (b) the property can be severed from the Land without causing material damage to the property or to the Land); AND

(f) in order to calculate the additional Amount of Insurance for this coverage, the additional potential losses and costs of removal and relocation of those Severable Improvements for which coverage is provided by this endorsement, in the event of Eviction due to a defect, lien, encumbrance or other matter covered by the Policy affecting the title to the Land.

The ALTA 36-06 Energy Project – Leasehold/Easement Endorsement in the form attached hereto, but completed as is appropriate will be attached to the owner's policy.

NOTE: It is necessary to provide the name of the architect and/or engineer who prepared the survey, site and elevation plan and any other depictions or drawings, the date of the depictions or drawings and any revisions to them, the name of the project or a project number and the amount of sheets the survey, site and elevation plane and any other depictions or drawings may contain.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form ALTA 36-06 (Energy Project – Leaehold/Easement – Owner's) may be COPIED for use or may be computer generated. The ALTA 36-06 can only be used with the ALTA Owner's Policy.

Special Instructions

Complete the blanks. Paragraph 2j of the ALTA 36-06 must be completed to include the architect and/or engineer information on the endorsement.

For leasehold projects/transactions, this series of endorsements, and not the ALTA 13-06 series of endorsements, should be used. Similarly, because there is "Severable Improvements" coverage incorporated into these series of endorsements, the ALTA 31-06 endorsement should not be issued.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 36-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 36-06)
Pennsylvania (use PA 1410)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 36.1-06 – ENERGY PROJECT – LEASEHOLD/EASEMENTS – LENDER'S

Background

Energy projects, including those designed to harvest wind and solar for energy, have accounted for a significant percentage of volume and gross revenue for the title insurance industry for a number of years and, particularly, in recent years as our country seeks to reduce its reliance on foreign energy sources. This market segment, perhaps more than any other, seeks to tailor title insurance coverage to fit its needs through endorsements and, in the absence of acceptable endorsements, by adding coverage in the policy Schedules. Transactions such as these usually involve large numbers of contiguous and interdependent tracts in an integrated project, significantly impacted by the physical layout, existing improvements and uses, other easements and other conditions affecting the Land, as well as a typical landlord-tenants relationship.

The ALTA 36.1-06 – Energy Project – Leasehold/Easement – Lender's (04/02/12) endorsement is patterned after the ALTA Endorsement 13.1-06 (Leasehold – Loan). It also:

1. adds some energy project-specific definitions;
2. includes coverage for insured easement interests, as well as for insured leasehold estates, that are often utilized in lieu of or along with leases to create the rights in the land for some or all of the project improvements; as well as other more traditional easement purposes;
3. expands the "Valuation of Title" section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the "integrated project,";
4. builds in coverage pertaining to "Severable Improvements" (as defined) that is also available through the ALTA Endorsement 31-06 – Severable Improvements (2/3/11);
5. tailors the "Additional Items of Loss" section as appropriate to the energy project context; and
6. adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

Requirements

ALTA36.1 Receipt of satisfactory documentation that:

(a) the Land for the energy project includes leasehold and easement rights which are a common component of energy projects;
(b) of recordation of satisfactory Lease (or memorandum of) evidencing the Leasehold Estate in the Land to be insured, including any covenants, conditions or restrictions contained in the Lease;
(c) of recordation of satisfactory Easement to be insured, including the terms, covenants, conditions or restrictions contained in the Easement;
(d) recordation of satisfactory Insured Mortgage encumbering the Lease and Easement(s) interests in the Land;
(e) Receipt of:

   i. architect's or engineer's Plan's (survey, site elevation & other drawings) for specific Future Improvements contemplated, and
   ii. a current and accurate survey of the Land,

(f) that the Lease and Easement provide for the removal by the Insured of the Severable Improvements (i.e. property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because
   i. of its character and manner of attachment to the Land, and
   ii. the property can be severed from the Land without causing material damage to the property or to the Land).

The ALTA 36.1-06 Energy Project – Leasehold/Easement endorsement in the form attached hereto, but completed as is appropriate will be attached to the loan policy.

NOTE: It is necessary to provide the name of the architect and/or engineer who prepared the survey, site and elevation plan and any other depictions or drawings, the date of the depictions or drawings and any revisions to them, the name of the project or a project number and the amount of sheets the survey, site and elevation plane and any other depictions or drawings may contain.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form ALTA 36.1-06 (Energy Project – Leaehold/Easement – Loan) may be COPIED for use or may be computer generated. The ALTA 36.1-06 can only be used with the ALTA Loan Policy.

Special Instructions

Complete the blanks. Paragraph 2j of the ALTA 36.1-06 must be completed to include the architect and/or engineer information on the endorsements.

SPECIAL INSTRUCTIONS: For leasehold projects/transactions, this series of endorsements, and not the ALTA 13-06 series of endorsements, should be used. Similarly, because there is "Severable Improvements" coverage incorporated into these series of endorsements, the ALTA 31-06 endorsement should not be issued.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia

Illinois
Indiana
Kentucky
Louisiana (use this ALTA 36.1-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 36.1-06)
Pennsylvania (use PA 1420)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 36.2-06 – ENERGY PROJECT – LEASEHOLD – OWNER'S

Background

Energy projects, including those designed to harvest wind and solar for energy, have accounted for a significant percentage of volume and gross revenue for the title insurance industry for a number of years and, particularly, in recent years as our country seeks to reduce its reliance on foreign energy sources. This market segment, perhaps more than any other, seeks to tailor title insurance coverage to fit its needs through endorsements and, in the absence of acceptable endorsements, by adding coverage in the policy Schedules. Transactions such as these usually involve large numbers of contiguous and interdependent tracts in an integrated project, significantly impacted by the physical layout, existing improvements and uses, other easements and other conditions affecting the Land, as well as a typical landlord-tenants relationship.

The ALTA 36.2-06 – Energy Project – Leasehold – Owner's (04/02/12) endorsement is patterned after the ALTA Endorsement 13-06 (Leasehold – Owner's). This endorsement deletes the aspects of the ALTA 36-06 that addresses insured easement interests for those transactions in which there are no easement interests being insured but that do involve insured leasehold estates and:

1. adds some energy project-specific definitions;
2. includes coverage for insured leasehold estates, that are often utilized in lieu of or along with leases to create the rights in the Land for some or all of the project improvements;
3. expands the "Valuation of Title" section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the "integrated project,";
4. builds in coverage pertaining to "Severable Improvements" (as defined) that is also available through the ALTA Endorsement 31-06 – Severable Improvements (2/3/11);
5. tailors the "Additional Items of Loss" section as appropriate to the energy project context; and
6. adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

Requirements

ALTA36.2 Receipt of satisfactory documentation that:

(a) the Land for the energy project includes leasehold and easement rights which are a common component of energy projects;
(b) of recordation of satisfactory Lease (or memorandum of) evidencing the Leasehold Estate in the Land to be insured, including any covenants, conditions or restrictions contained in the Lease;
(c) Receipt of:
i. architect's or engineer's Plan's (survey, site elevation & other drawings) for specific Future Improvements contemplated, AND
ii. a current and accurate survey of the Land,

(d) that the Lease and Easement provide for the removal by the Insured of the Severable Improvements (i.e. property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because (a) of its character and manner of attachment to the Land, and (b) the property can be severed from the Land without causing material damage to the property or to the Land); AND
(e) in order to calculate the additional Amount of Insurance for this coverage, the additional potential losses and costs of removal and relocation of those Severable Improvements for which coverage is provided by this endorsement, in the event of Eviction due to a defect, lien, encumbrance or other matter covered by the Policy affecting the title to the Land.

The ALTA 36.2-06 Energy Project – Leasehold Endorsement in the form attached hereto, but completed as is appropriate will be attached to the owner's policy.

NOTE: It is necessary to provide the name of the architect and/or engineer who prepared the survey, site and elevation plan and any other depictions or drawings, the date of the depictions or drawings and any revisions to them, the name of the project or a project number and the amount of sheets the survey, site and elevation plane and any other depictions or drawings may contain.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form ALTA Endorsement 36.2-06 (Energy Project – Leasehold – Owner's) may be COPIED for use or may be computer generated. The ALTA 36.1-06 can only be used with the ALTA Owner's Policy.

Special Instructions

Complete the blanks. Paragraph 2g of the ALTA 36.2-06 must be completed to include the architect and/or engineer information on the endorsements.

For leasehold projects/transactions, this series of endorsements, and not the ALTA 13-06 series of endorsements, should be used. Similarly, because there is "Severable Improvements" coverage incorporated into these series of endorsements, the ALTA 31-06 endorsement should not be issued.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama

Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 36.2-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 36.2-06)
Pennsylvania (use PA 1430)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 36.3-06 – ENERGY PROJECT – LEASEHOLD – LOAN

Background

Energy projects, including those designed to harvest wind and solar for energy, have accounted for a significant percentage of volume and gross revenue for the title insurance industry for a number of years and, particularly, in recent years as our country seeks to reduce its reliance on foreign energy sources. This market segment, perhaps more than any other, seeks to tailor title insurance coverage to fit its needs through endorsements and, in the absence of acceptable endorsements, by adding coverage in the policy Schedules. Transactions such as these usually involve large numbers of contiguous and interdependent tracts in an integrated project, significantly impacted by the physical layout, existing improvements and uses, other easements and other conditions affecting the Land, as well as a typical landlord-tenants relationship.

The ALTA 36.3-06 – Energy Project – Leasehold – Loan (04/02/12) endorsement is patterned after the ALTA Endorsement 13.1-06 (Leasehold – Loan). This form is the Loan Policy counterpart to the ALTA Endorsement 36.2-06. This endorsement deletes the aspects of the ALTA 36.1-06 that addresses insured easement interests for those transactions in which there are no easement interests being insured but that do involve insured leasehold estates and:

1. adds some energy project-specific definitions;
2. includes coverage for insured leasehold estates, that are often utilized in lieu of or along with leases to create the rights in the Land for some or all of the project improvements;
3. expands the "Valuation of Title" section to make clear that the computation of loss or damage for a covered defect affecting one parcel (or fewer than all parcels) shall include resulting loss or damage to the "integrated project,";
4. builds in coverage pertaining to "Severable Improvements" (as defined) that is also available through the ALTA Endorsement 31-06 – Severable Improvements (2/3/11);
5. tailors the "Additional Items of Loss" section as appropriate to the energy project context; and
6. adds a new exclusion addressing costs of remediation resulting from environmental damage or contamination.

Requirements

ALTA36.3 Receipt of satisfactory documentation that:

(a) the Land for the energy project includes leasehold and easement rights which are a common component of energy projects;
(b) of recordation of satisfactory Lease (or memorandum of) evidencing the Leasehold Estate in the Land to be insured, including any covenants, conditions or restrictions contained in the Lease;
(c) recordation of satisfactory Insured Mortgage encumbering the Lease and Easement(s) interests in the Land;
(d) Receipt of:

i. architect's or engineer's Plan's (survey, site elevation & other drawings) for specific Future Improvements contemplated, and
ii. a current and accurate survey of the Land,

(e) that the Lease and Easement provide for the removal by the Insured of the Severable Improvements (i.e. property affixed to the Land at Date of Policy or to be affixed in the locations according to the Plans, that would constitute an Electricity Facility but for its characterization as personal property, and that by law does not constitute real property because:
i. of its character and manner of attachment to the Land, and
ii. the property can be severed from the Land without causing material damage to the property or to the Land).

The ALTA 36.3-06 Energy Project – Leasehold endorsement in the form attached hereto, but completed as is appropriate will be attached to the loan policy.

NOTE: It is necessary to provide the name of the architect and/or engineer who prepared the survey, site and elevation plan and any other depictions or drawings, the date of the depictions or drawings and any revisions to them, the name of the project or a project number and the amount of sheets the survey, site and elevation plane and any other depictions or drawings may contain.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form ALTA Endorsement 36.3-06 (Energy Project – Leasehold – Loan) may be COPIED for use or may be computer generated. The ALTA 36.3-06 can only be used with the ALTA Loan Policy.

Special Instructions

Complete the blanks. Paragraph 2g of the ALTA 36.3-06 must be completed to include the architect and/or engineer information on the endorsements.

For leasehold projects/transactions, this series of endorsements, and not the ALTA 13-06 series of endorsements, should be used. Similarly, because there is "Severable Improvements" coverage incorporated into these series of endorsements, the ALTA 31-06 endorsement should not be issued.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia

Illinois
Indiana
Kentucky
Louisiana (use this ALTA 36.3-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 36.3-06)
Pennsylvania (use PA 1440)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 36.4-06 – ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – OWNER'S

Background

Energy projects, including those designed to harvest wind and solar for energy, have accounted for a significant percentage of volume and gross revenue for the title insurance industry for a number of years and, particularly, in recent years as our country seeks to reduce its reliance on foreign energy sources. This market segment, perhaps more than any other, seeks to tailor title insurance coverage to fit its needs through endorsements and, in the absence of acceptable endorsements, by adding coverage in the policy Schedules. Transactions such as these usually involve large numbers of contiguous and interdependent tracts in an integrated project, significantly impacted by the physical layout, existing improvements and uses, other easements and other conditions affecting the Land, as well as a typical landlord-tenants relationship.

The ALTA 36.4-06 – Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner's endorsement is patterned after the ALTA Endorsement 9.8-06, with tailoring appropriate to the energy project context, to provide coverage as to Covenants including for violations or enforced removal of any "Electricity Facility" or "Severable Improvement," the definitions of which terms include those existing at Date of Policy and those affixed later in the locations identified on the set of defined Plans, as more particularly expressed in the endorsement.

Requirements

ALTA36.4 Receipt of satisfactory:

(a) Architect's or engineer's Plan's (survey, site elevation & other drawings) for specific Electricity Facility or Severable Improvements contemplated;
(b) a current and accurate survey of the Land;
(c) verification from Plans and current survey that current Improvements and Electricity Facility or Severable Improvements create no violation of any covenants, conditions or restrictions and no violation of any building setback lines, and that the contemplated Electricity Facility or Severable Improvements will no create any such violation; and
(d) satisfactory documentation that, the covenants, conditions or restrictions have not been violation and will not be violated by the Electricity Facility or Severable Improvements.

The ALTA 36.4-06 Energy Project – Covenants, Conditions and Restrictions – Land Under Development endorsement in the form attached hereto, but completed as is appropriate will be attached to the owner's policy.

NOTE: It is necessary to provide the name of the architect and/or engineer who prepared the survey, site and elevation plan and any other depictions or drawings, the date of the depictions or drawings and any revisions to them, the name of the project or a project number and the amount of sheets the survey, site and elevation plane and any other depictions or drawings may contain.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form ALTA Endorsement 36.4-06 (Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Owner's) may be COPIED for use or may be computer generated. The ALTA 36.4-06 can only be used with the ALTA Owner's Policy.

Special Instructions

Complete the blanks. Paragraph 2c of the ALTA 36.4-06 must be completed to include the architect and/or engineer information on the endorsements.

Because there is "Severable Improvements" coverage incorporated into these series of endorsements, the ALTA 31-06 endorsement should not be issued.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 36.4-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 36.4-06)
Pennsylvania (use PA 1450)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 36.5-06 – ENERGY PROJECT – COVENANTS, CONDITIONS AND RESTRICTIONS – LAND UNDER DEVELOPMENT – LOAN

Background

Energy projects, including those designed to harvest wind and solar for energy, have accounted for a significant percentage of volume and gross revenue for the title insurance industry for a number of years and, particularly, in recent years as our country seeks to reduce its reliance on foreign energy sources. This market segment, perhaps more than any other, seeks to tailor title insurance coverage to fit its needs through endorsements and, in the absence of acceptable endorsements, by adding coverage in the policy Schedules. Transactions such as these usually involve large numbers of contiguous and interdependent tracts in an integrated project, significantly impacted by the physical layout, existing improvements and uses, other easements and other conditions affecting the Land, as well as a typical landlord-tenants relationship.

The ALTA 36.5-06 – Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan endorsement is patterned after the ALTA Endorsement 9.7-06, with tailoring appropriate to the energy project context, to provide coverage as to Covenants including for violations or enforced removal of any "Electricity Facility" or "Severable Improvement," the definitions of which terms include those existing at Date of Policy and those affixed later in the locations identified on the set of defined Plans, as more particularly expressed in the endorsement. This form is the Loan Policy counterpart to the ALTA Endorsement 36.4-06.

Requirements

ALTA36.5 Receipt of satisfactory:

(a) Architect's or engineer's Plan's (survey, site elevation & other drawings) for specific Electricity Facility or Severable Improvements contemplated;
(b) a current and accurate survey of the Land;
(c) verification from Plans and current survey that current Improvements and Electricity Facility or Severable Improvements create no violation of any covenants, conditions or restrictions and no violation of any building setback lines, and that the contemplated Electricity Facility or Severable Improvements will no create any such violation; AND
(d) satisfactory documentation that, the covenants, conditions or restrictions have not been violation and will not be violated by the Electricity Facility or Severable Improvements.

The ALTA 36.5-06 Energy Project – Covenants, Conditions and Restrictions – Land Under Development Endorsement in the form attached hereto, but completed as is appropriate will be attached to the loan policy.

NOTE: It is necessary to provide the name of the architect and/or engineer who prepared the survey, site and elevation plan and any other depictions or drawings, the date of the depictions or drawings and any revisions to them, the name of the project or a project number and the amount of sheets the survey, site and elevation plane and any other depictions or drawings may contain.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form ALTA Endorsement 36.5-06 (Energy Project – Covenants, Conditions and Restrictions – Land Under Development – Loan) may be COPIED for use or may be computer generated. The ALTA 36.5-06 can only be used with the ~~2006~~ ALTA Loan Policy.

Special Instructions

Complete the blanks. Paragraph 2c of the ALTA 36.5-06 must be completed to include the architect and/or engineer information on the endorsements.

Because there is "Severable Improvements" coverage incorporated into these series of endorsements, the ALTA 31-06 endorsement should not be issued.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 36.5-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 36.5-06)
Pennsylvania (use PA 1460)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 36.6-06 – ENERGY PROJECT – ENCROACHMENTS

Background

Energy projects, including those designed to harvest wind and solar for energy, have accounted for a significant percentage of volume and gross revenue for the title insurance industry for a number of years and, particularly, in recent years as our country seeks to reduce its reliance on foreign energy sources. This market segment, perhaps more than any other, seeks to tailor title insurance coverage to fit its needs through endorsements and, in the absence of acceptable endorsements, by adding coverage in the policy Schedules. Transactions such as these usually involve large numbers of contiguous and interdependent tracts in an integrated project, significantly impacted by the physical layout, existing improvements and uses, other easements and other conditions affecting the Land, as well as a typical landlord-tenants relationship.

The ALTA 36.6-06 – Energy Project – Encroachments endorsement coverage as to Encroachments including the existence, unless identified in an exception in Schedule B, or enforced removal of any encroaching “Electricity Facility” or “Severable Improvement,” the definitions of which include those existing at Date of Policy and those affixed later in the locations identified on the set of defined Plans. This form can be issued with either an Owner’s Policy or a Loan Policy.

Requirements

ALTA36.6 Receipt of satisfactory:

(a) Architect's or engineer's Plan's (survey, site elevation & other drawings) for specific Electricity Facility or Severable Improvements contemplated;
(b) a current and accurate survey of the Land;
(c) verification from Plans and current survey that current Improvements and Electricity Facility or Severable Improvements create no violation of any covenants, conditions or restrictions and no violation of any building setback lines, and that the contemplated Electricity Facility or Severable Improvements will no create any such violation; AND
(d) satisfactory documentation that, the covenants, conditions or restrictions have not been violation and will not be violated by the Electricity Facility or Severable Improvements.

The ALTA 36.6-06 Energy Project Encroachment Endorsement in the form attached hereto, but completed as is appropriate will be attached to the ^ (Owner's or Loan) policy.

NOTE: It is necessary to list the name of the architect and/or engineer who prepared the survey, site and elevation plan and any other depictions or drawings, the date of the depictions or drawings and any revisions to them, the name of the project or a project number and the amount of sheets the survey, site and elevation plane and any other depictions or drawings may contain.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form ALTA Endorsement 36.6-06 (Energy Project – Encroachments) may be COPIED for use or may be computer generated. The ALTA 36.6-06 can be used with the ALTA Owner's or Loan Policy.

Special Instructions

Complete the blanks. Paragraph 2b of the ALTA 36.6-06 must be completed to include the architect and/or engineer information on the endorsements.

Because there is "Severable Improvements" coverage incorporated into these series of endorsements, the ALTA 31-06 endorsement should not be issued.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 36.6-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 36.6-06)
Pennsylvania (use PA 1470 for the Owner's Policy and PA 1471 for the Loan Policy)
South Carolina
Tennessee
Virginia
West Virginia

Environmental Liens

ALTA 8.1: ENVIRONMENTAL PROTECTION LIEN

Background

This endorsement insures a residential lender against loss of priority to (a) an environmental protection lien (federal or state) filed in the public records as defined in the endorsement at Date of Policy and (b) an environmental lien provided for by a state statute in effect at Date of Policy, except the statutes listed in Paragraph (b). Any statutes disclosed by research would be listed under Paragraph (b).

The ALTA 8.1 [2021 v. 01.00 (07-01-2021)] made revsions to the ALTA 8.1-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 8.1 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 8.1-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

If asked to give an ALTA Endorsement 8.1 Environmental Protection Lien on land potentially contaminated in the past, the Company requires a search of the United States District Court records for judgments unless the state has adopted the Uniform Federal Lien Registraction Act (see list of states below) in which case a search of the local real estate records shall be sufficient.

State Adoption of the Uniform Federal Lien Registration Act:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, Florida, Idaho, Illinois, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, South Dakota, Texas, Virginia, Washington, West Virginia, Wisconsin, Wyoming.

Pursuant to the Act, any federal lien or federal judgment must be recorded in the local real estate records in order to constitute a lien on real property. If the property is located in one of the above-listed states, no requirements are necessary in order to issue this endorsement.

The State of New York has not adopted the Uniform Federal Lien Registration Act, but does have a state law with similar effect. Pursuant to N.Y. Lien Law Section 204 notices of liens upon real property created by federal law in favor of the United States of America or one or more of its instrumentalities, shall be filed in the office of the clerk of the county in which the real property is situated, except that if real property is situated in the county of Kings, the county of Queens, the county of New York or the county of Bronx. Liens in these counties shall be filed in the office of the city register of the city of New York in such county. If property is situated in two or more counties, such notice or certificate shall be filed in the office of the clerk or the city register, as the case may be, in each of such counties. As a result of N.Y. Lien Law Section 204 no requirements are necessary in order to issue this endorsement in New York.

The State of South Carolina has not adopted the Uniform Federal Lien Registration Act but does have state law with similar effect. No requirements are necessary in order to issue this endorsement in South Carolina.

The State of Tennessee has not adopted the Uniform Federal Registration Act. However, Tennessee law requires "liens for taxes or other obligations payable to the United States" to be recorded in the office of the register of deeds of the county within which the property subject to the lien is situated. No requirements are necessary in order to issue this endorsement in Tennessee.

Usage

Use of this endorsement is approved as requested.

Form

The ALTA 8.1-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 8.1 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 8.1-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 8.1 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 8.1-06-FL)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 8.1-06-LA)
Maryland (use this ALTA 8.1-06-MD)
Michigan (use this ALTA 8.1-06-MI)
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire (use this ALTA 8.1-06-NH)
New Jersey (use NJRB 5-94)
New York (use these endorsements: TIRSA 8.1 EPL or New York City or Government agencies)
North Carolina
Ohio (use this ALTA 8.1-06)
Pennsylvania (use PA 900)
South Carolina

Tennessee
Virginia
West Virginia

ALTA 8.2-06: COMMERCIAL ENVIRONMENTAL PROTECTION LIEN

Background

This endorsement mirrors the ALTA 8.1-06 with some significant differences: (1) the endorsement is drafted for use in commercial real estate transactions; (2) the endorsement is designed to be utilized for both a mortgagee and an owner's title insurance policy; and (3) no state statute section is contained in said endorsement.

The endorsement insures against loss or damage which the insured lender or owner may sustain because of an environmental protection lien recorded in either the local land records or in the United States District Court Records unless said lien is expressly excepted to in Schedule B of the policy.

Requirements

If asked to give an ALTA Endorsement 8.2-06 Commercial Environmental Protection Lien (06-17-06) on land potentially contaminated in the past, the Company requires a search of the United States District Court records for judgments unless the state has adopted the Uniform Federal Lien Registration Act (see list of states below) in which case a search of the local real estate records shall be sufficient.

> State Adoption of the Uniform Federal Lien Registration Act:
> Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Idaho, Illinois, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, South Dakota, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

Pursuant to the Act, any federal lien or federal judgment must be recorded in the local real estate records in order to constitute a lien on real property. If the property is located in one of the above-listed states, no requirements are necessary in order to issue this endorsement.

The State of New York has not adopted the Uniform Federal Lien Registration Act, but does have a state law with similar effect. Pursuant to N.Y. Lien Law Section 204 notices of liens upon real property created by federal law in favor of the United States of America or one or more of its instrumentalities, shall be filed in the office of the clerk of the county in which the real property is situated, except that if real property is situated in the county of Kings, the county of Queens, the county of New York or the county of Bronx. Liens in these counties shall be filed in the office of the city register of the city of New York in such county. If property is situated in two or more counties, such notice or certificate shall be filed in the office of the clerk or the city register, as the case may be, in each of such counties. As a result of N.Y. Lien Law Section 204 no requirements are necessary in order to issue this endorsement in New York.

The State of South Carolina has not adopted the Uniform Federal Lien Registration Act but does have state law with similar effect. No requirements are necessary in order to issue this endorsement in South Carolina.

The State of Tennessee has not adopted the Uniform Federal Registration Act. However, Tennessee law requires "liens for taxes or other obligations payable to the United States" to be recorded in the office of the register of deeds of the county within which the property subject to the lien is situated. No requirements are necessary in order to issue this endorsement in Tennessee.

Usage

Use of this endorsement is approved as requested for use with the ALTA Policies.

Form

Unless otherwise noted, the Endorsement Form ALTA 8.2-06 may be COPIED for use or may be computer generated for states that do not require a statute entry. For those states that require a state statute entry in Paragraph (b), the appropriate state specific form should be used.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 8.2-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use NJRB 5-165)
North Carolina
Ohio (use this ALTA 8.2-06)
Pennsylvania (use the PA 910)
South Carolina
Tennessee
West Virginia
Virginia

Fairways (Partnerships)

Change Of Partners (Fairways) Endorsement

Background

Coverage under an Owner's title insurance policy is not assignable and under the terms of the ALTA Owner's policy, the liability to the Insured is extinguished upon the sale of the property unless the insured (i) retains an interest in the property, (ii) retains a purchase money lien on the property or (iii) is liable under covenants of warranty given in the conveyance.

Under partnership law, any time a partner withdraws from a partnership or a new one is added, the resulting entity is a new and different legal entity. Accordingly, an insured partnership may wish to alter the coverage under the policy to confirm that the title insurance company will not deny that the partnership is the Insured under the policy in the event the composition of partners changes in the future, provided the business of the partnership is not terminated due to such change.

The Fairways Endorsement provides this coverage.

Requirements

In order to obtain this endorsement, the prospective insured must request it in writing and provide the title insurance company with the identity of all current partners comprising the partnership. In addition, the Company requires satisfactory evidence that the partnership agreement does not state that the partnership will automatically terminate upon the death, withdrawal, removal, or addition of any partner.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted and in those state where is it approved for use, the Change Of Partners (Fairways) Endorsement may be COPIED for use or may be computer generated.

States where available for use

Unless indicated below, the use of the appropriate ALTA Policy of Title Insurnace (Owners/Loan) and one the ALTA 15 series of endorsements provides similar coverage to the Fairways Endorsement. The above endorsement may only be used in the following state(s):

Florida (use this Fairways)

INCOMING PARTNER ENDORSEMENT

Background

Coverage under an Owner's title insurance policy is not assignable and under the terms of the ALTA Owner's policy, the liability to the Insured is extinguished upon the sale of the property unless the Insured (i) retains an interest in the property, (ii) retains a purchase money lien on the property or (iii) is liable under covenants of warranty given in the conveyance.

Under partnership law, any time a partner withdraws from a partnership or a new one is added, the resulting entity is a new and different legal entity. Accordingly, an insured partnership may wish to alter the coverage under the policy to confirm that the title insurance company will not deny that the partnership is the Insured under the policy in the event the composition of partners changes in the future, provided the business of the partnership is not terminated due to such change.

The Incoming Partner Endorsement provides this coverage.

Requirements

In order to obtain this endorsement, the prospective insured must request it in writing and provide the title insurance company with the identity of all current partners comprising the partnership.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Incoming Partner Endorsement may be COPIED for use or may be computer
generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina

South Carolina
Tennessee
Virginia
West Virginia

NOTE: this endorsement is specifically prohibited for use in the following states: Florida

Federal Home Loan Bank

FEDERAL HOME LOAN BANK ENDORSEMENT - LOAN POLICY ONLY, PENNSYLVANIA

Background and Usage

Where required by an office of the Federal Home Loan Bank, this endorsement may be issued.

Form

Unless otherwise noted, the Endorsement Form Federal Home Loan Bank Endorsement – Loan Policy Only, Pennsylvania may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Pennsylvania (use PA #600)

First Loss

ALTA 20-06 First Loss - Multiple Parcel Transaction

Background

Before its current standardized form, many different versions of First Loss coverage endorsements were present throughout the title insurance industry. With the advent of the ALTA Endorsement 20-06 First Loss – Multiple Parcel Transactions (11-03-06), ALTA has formulated an endorsement encompassing the traditional features of first loss coverage as well as expanding and improving upon prior versions. The term “First Loss” refers to a scenario when multiple pieces of property make up the insured land under the title policy and, subsequently, a title defect is discovered which does not affect all the land insured under the policy. Since the Conditions and Stipulations of the ALTA Loan policy state that the title insurance company is obligated to pay the lesser of the actual loss incurred or the policy amount, the title insurance company will defend a claim based on a title defect affecting one of the tracts by asserting that the lender has no determinable loss unless and until the lender accelerates payment on the entire indebtedness, forecloses on all the collateral, and come up short in the repayment of the indebtedness because of the title defect. If the lender chooses to accelerate and foreclose on the collateral to demonstrate a loss has been suffered, it will probably destroy the borrower financially. The lender's other choice is to take the gamble that its borrower will remain financially healthy so that in the event such title defect truly causes the loan to be undersecured, it will not suffer a greater loss.

The first loss endorsement protects the lender from having to choose whether to accelerate payment or risk the possibility that its loan is now undersecured. The first loss endorsement expressly states that the amount which the company will be liable to pay would be determined without requiring the maturity of the entire indebtedness by acceleration or otherwise, and without requiring the insured to pursue its remedies against any properties which secure the indebtedness other than the insured property. Since there are many title defects which would never actually impair the value of the collateral, the first loss endorsement insures the lender only in the event " the amount by which any matter covered by this policy for which a claim is made diminishes the value of the Collateral below the Indebtedness." The first loss endorsement expressly states that the amount which the company will be liable to pay would be determined without requiring the maturity of the entire indebtedness by acceleration or otherwise, and without requiring the insured to pursue its remedies against any properties which secure the indebtedness other than the insured property.

After the title defect is located, the lender may have a claim against the title policy; however, the title insurance company may contend that the lender does not have a valid claim until and unless the lender forecloses on its loan even though the title defect only affects a portion of the insured land. By utilizing the ALTA 20-06, the lender may prove and collect on its loss on a portion of the land without declaring a default on all the insured property.

Requirements

Make the following requirement on all transactions:

ALTA20 Upon receipt of satisfactory evidence that multiple pieces of property secure the indebtedness of the Insured Mortgage, the ALTA 20-06 - First Loss Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the final loan policy.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 20-06 can only be used with the ALTA Loan Policy for commercial transactions.

When issuing the ALTA 20-06 Endorsement, no "blanks" need be completed for the endorsement to be effective.

In order to give the ALTA 20-06 Endorsement to the lender, the property to be insured must include multiple parcels of real property.

Unless otherwise noted, the Endorsement Form ALTA 20-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 20-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use the NJRB 5-121)
New York (use this TIRSA First Loss Endorsement)
North Carolina
Ohio (use this ALTA 20-06)
Pennsylvania (use PA 1110)
South Carolina

Tennessee
Virginia
West Virginia

Foreign Currency

FOREIGN CURRENCY ENDORSEMENT: FLORIDA

Background

Alien lenders occasionally request the loan policy to be issued in a foreign currency. Title insurers are required by state law to reserve a specific percentage of each risk, and insuring in a foreign currency would impair the reserves because the Company's liability would float with the currency rate. A policy written in a foreign currency could also result in a windfall to the Insured, a prohibited rebate under insurance laws. Even if the determination is made at the occurrence of the loss in dollars and converted to a foreign currency, the Company's liability for the loss will fluctuate until the loss is actually paid. Most title claims involve litigation against the claimant adverse to the title to render the title as insured, so the period that the loss determination can float may be several years. When requests are made to issue policies for foreign currency the policy should:

a. state the equivalent amount of insurance, i.e., "$______ dollars is equivalent of _______ West German Deutschemarks at the Date of Policy"
b. describe the mortgage as: "... to secure West German Deutschemarks, which is the equivalent at the Date of Policy of the Amount of Insurance stated in Schedule A."
c. contain a NOTE in Schedule B: "NOTE: It is understood and agreed that in the event of a loss under this policy, payment will be made to the insured at the option of the insurer in either U.S. Dollars or West German Deutschemarks at the rate of exchange on the date of payment."

Form

Unless otherwise noted, the Endorsement Form Foreign Currency Endorsement: Florida may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Florida

Foundation

LATISSO FOUNDATION ENDORSEMENT

Background
The foundation endorsement is used with the ALTA Loan Policy where a construction loan previously has been insured and the lender, prior to making an advance, requires assurance that the foundations do not encroach upon adjoining land, violate existing covenants, conditions or restrictions, or encroach on any servitudes or easements.

Requirements
In order to issue this endorsement, a favorable foundation survey must be obtained and reviewed.

Usage
Use of this Endorsement is approved upon favorable examination of survey.

Form
Unless otherwise noted, the Endorsement Form LATISSO 103 Foundation may be COPIED for use or may be computer generated.

States where available for use
The above endorsement may only be used in the following state(s): Louisiana

Gap Endorsement

GAP ENDORSEMENT

Background

The ALTA Commitment Form [2021 v. 01.00 (07-01-2021)] contains the following statement under "Commitment Condition~~s~~ 4":

> COMPANY'S RIGHT TO AMEND
> The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This language is known in the industry as the "gap exception" since the Commitment allows the Company to amend the commitment to show matters not excepted to in Schedule B which may occur between the Date of Commitment to the date of recording of the instrument(s) and thus the Date of Policy.

Lenders sometimes request this "gap exception" be removed from the Commitment. This removal, if done at the time that the Commitment is issued, creates an additional risk to the Company because there is no way for us to limit the amount of time between the effective date of the Commitment and the time of the recording of the deed or mortgage, and no provision under the Commitment for matters arising during this period to be discovered and disposed of.

Requirements

If an Attorney of this Company approves "gap exception" removal, the attached endorsement may be copied for use. Also, the following requirement must be included in Schedule B-I:

> Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company for its liability under this Commitment arising from the matters which would be revealed by such search to the extent that the Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

Further, the following guidelines should be observed:

1) the GAP INDEMNITY (attached) should be obtained from the seller and, when a mortgage is being insured, from the mortgagor, stating that he knows of no matters which could result in a lien or encumbrance (except those set forth in the Commitment) and that he knows of no person or legal entity who may claim a right or interest adverse to his own in the premises.

2) The search and examination of title should be continued to a date as close as possible to the closing.
3) The instruments must be recorded as soon as possible.

Discretion is advised in deleting the "gap exception" or the requirement set forth. If it appears that additional liens may be placed upon the premises through pending law suits or recorded or unrecorded matters, i.e., judgments, federal tax liens, claims of lien, the fact that an existing mortgage is in default, etc., which indicate that the seller or mortgagor has problems which may affect the title, then the exception or requirement should NOT be deleted until the deed or mortgage is recorded, the search is continued through the time of recording, and any problems revealed by the search have been disposed of.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Gap Endorsement may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Identified Risk

ALTA 34-06 – IDENTIFIED RISK COVERAGE

Background

The ALTA Endorsement 34-06 Identified Risk Coverage (08-01-11) is designed to give specific affirmative coverage related to an Identified Risk that is excepted from coverage under Schedule B of the applicable title policy. The ALTA 34-06 can be issued in connection with an ALTA Loan and/or ALTA Owner's policy.

The affirmative coverage provided by the ALTA 34-06 is limited to:

1. A final order enforcing the Identified Risk in favor of an adverse party; or
2. The release of a prospective purchaser, lessee or lender from the obligation to purchase, lease or lend as a result of the Identified Risk if:
    a. There is a contractual condition requiring delivery of marketable title; and
    b. Neither the Company nor any other title insurance company is willing to insure over the Identified Risk with the same conditions as found in the ALTA 34-06.

The effect of condition 2 above is to provide the Insured with coverage for insurable title and not marketable title. The Identified Risk will be insured over in the same manner and under the same conditions and if it is not a claim may be filed based on the coverage provided by the ALTA 34-06 Endorsement.

Provided the title is reinsured in the same manner the Company will not be obligated to establish the title free of the defect or remove the title defect. This is true even if a purchaser, lessee or lender will not accept the title policy with coverage in the same manner.

Usage

USE OF THE ALTA 34-06 MUST BE APPROVED BY AN ATTORNEY WITH THIS COMPANY.

Form

The ALTA 34-06 Endorsement can be attached to either the 2006 or 2021 Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the ALTA 34-06 may be COPIED for use or may be computer generated.

Special Instructions

The "blanks" must be completed: the first paragraph of the endorsement a description of the title defect and the exception number under Schedule B of the policy that corresponds to the title defect. The description of the title defect should track the language of the exception under Schedule B.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 34-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 34-06)
Pennsylvania (use PA-1660)
South Carolina
Tennessee
Virginia
West Virginia

Lender's Going Concern

Background

This endorsement insures the Lender, in the event the owner of the estate is dispossessed of any or part of the land that the computation of loss or damage will include the value of the estate or interest, measured by the use or uses at the time of the loss, or as intended to be used.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Lender's Going Concern may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Michigan
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Leasehold Endorsements

ALTA 13-06 - LEASEHOLD ENDORSEMENT – OWNER'S

Background

The ALTA Endorsement 13-06 Leasehold – Owner's (04-02-12) was revised to include minor revisions to the definition of Personal Property to be consistent with conditions for Severable Improvements in the new energy endorsements, valuation of the portion of the land from which the Insured is evicted and items of loss related to that portion of the land. The ALTA 13-06 also includes a section 4, consistent with prior endorsements that the ALTA 13-06 does not insure as to remediation resulting from environmental damage or contamination.

Usage

Use of this Endorsement is approved upon request.

Form

The ALTA 13-06 Endorsement can be attached to either the 2006 or 2021 ALTA Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 13-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Florida (use this ALTA 13-06)
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 13-06)
Maryland
Michigan
Minnesota (use this ALTA 13-06)
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Leasehold Endorsement – Owner's Policy)
North Carolina
Ohio (use this ALTA 13-06)
Pennsylvania (use PA 1130)
South Carolina
Tennessee

Virginia
West Virginia

ALTA 13.1-06 – Leasehold – Loan

Background

The ALTA Endorsement 13.1-06 Leasehold – Loan (04-02-12) was revised to include minor revisions to the definition of Personal Property to be consistent with conditions for Severable Improvements in the new energy endorsements, valuation of the portion of the land from which the Insured is evicted and items of loss related to that portion of the land. The ALTA 13.1-06 also includes section 4, consistent with prior endorsements that the ALTA 13.1-06 does not insure as to remediation resulting from environmental damage or contamination.

Usage

Use of this Endorsement is approved upon request.

Form

The ALTA 13.1-06 Endorsement can be attached to either the 2006 or 2021 ALTA Loan Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 13.1-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida (use this ALTA 13.1-06)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 13.1-06)
Maryland
Michigan
Minnesota (use this ALTA 13.1-06)
Mississippi
Missouri
Nebraska
New Hampshire
New York (use this TIRSA Leasehold Endorsement – Loan Policy)
North Carolina
Ohio (use this ALTA 13.1-06)
Pennsylvania (use PA 1140)
South Carolina
Tennessee
Virginia
West Virginia

Location Endorsements

ALTA 22-06: Location and 22.1-06: Location and Map Endorsements

Background

The ALTA Endorsement 22-06 Location (06-17-06) and the ALTA Endorsement 22.1-06 Location and Map (06-17-06) are designed to provide the Insured with assurance that particular types of improvements are located at a specified street address. In addition to these assurances, the ALTA 22.1-06 assures the Insured that the land has the same location and dimensions as shown on a specified map found in the public records.

Requirements

Typically in order to issue the location endorsement, the Company requires an as built survey in order to determine the type of improvements located on the property. Due to Company standards regarding survey coverage, the Company will forgo the receipt of a survey to issue the ALTA 22-06 and the ALTA 22.1-06 based on the same guidelines as used to provide Survey Coverage Without A New Survey. *See the General Underwriting Principles Manual for guidelines.*

In order to complete the ALTA 22-06 and the ALTA 22.1-06, the lender must provide information as to the type of improvement located on the property as well as the street address of the property. The underwriter may also obtain this information from the current appraisal of the property. For those transactions that do not meet the Survey Coverage Without A New Survey guidelines, the Company must receive an as built survey in order to issue the requested endorsement.

In order to issue the ALTA 22.1-06 the underwriter must be provided with a copy of a recorded plat or recorded survey showing the land to be insured. The legal description contained in Schedule A must be consistent with the land shown on the plat or survey. A copy of the plat or survey must be attached to the endorsement.

Usage

This endorsement is approved upon request, and after obtaining property address and favorable review of survey.

Form

The ALTA 22-06 and the ALTA 22.1-06 Endorsements can be attached to either ~~used with~~ the 2006 or 2021 Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 22-06 and ALTA 22.1-06 may be COPIED for use or may be computer generated.

Special Instructions

Complete the appropriate text.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 22-06 and the ALTA 22.1-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 22-06 and the ALTA 22.1-06)
Pennsylvania (use PA 1280)
South Carolina
Tennessee
Virginia
West Virginia

Manufactured Housing (Mobile Homes)

ALTA 7-06 – Manufactured Housing Unit

Background

In order to remove any doubts as to whether or not a manufactured housing unit or mobile home on subject property is included within the policy coverage, the ALTA Endorsement 7-06 Manufactured Housing Unit (06-17-06) is available. The ALTA 7-06 expands the definition of "Land" as used in the policy to include the manufactured housing unit as real property.

Requirements

Issuance of this endorsement relies on the provisions in state laws allowing the manufactured housing unit to be converted into real property. If the conversion has been proper and if such unit is now being taxed as a real property improvement, the endorsement may be issued.

Because of the wide variation in state law regarding the conversion of mobile and manufactured homes to real property, please see the applicable ***State Supplement*** for specific requirements.

Usage

Use of this Endorsement is approved upon request and receipt of the Requirements.

Form

The ALTA 7-06 Endorsement can be attached to either the 2006 or 2021 Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 7-06: Manufactured Housing may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 7-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska

New Hampshire
New York (use this TIRSA Endorsement 7-Manufactured Housing Unit)
North Carolina
Ohio (use this ALTA 7-06)
Pennsylvania (use PA 400)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 7.1-~~06~~: MANUFACTURED HOUSING – CONVERSION; LOAN

Background

The ALTA Endorsement 7.1 Manufactured Housing – Coversion; Loan is an additional option for lenders securing loans with mobile or manufactured homes. The ALTA 7.1 incorporates mobile and manufactured homes into the definition of Land for the ALTA Loan Policy. In addition, the ALTA 7.1 provides coverage for the lender in the event that the manufactured home is not actually located on the Land or if the mobile home does not constitute real property under state law. This endorsement also insures that the owner of the Land is the same as the owner of the mobile home and indemnifies the lender in the event that there are liens on the mobile home in the event that it is classified as personal property. Personal property liens typically arise from federal or state tax liens, UCC security interests, and motor vehicle liens noted on a certificate of title. The final two provisions in this endorsement insure that the mortgage will be enforceable against the Land and that the lender will be able to foreclose on the Land and the manufactured home in a single foreclosure procedure.

Requirements

The requirements for the issuance of the ALTA 7.1 or 7.1-06 are functionally equivalent to those for the ALTA 7-06.

Because of the wide variation in state law regarding the conversion of mobile and manufactured homes to real property, please see the applicable ***State Supplement*** for specific requirements.

Usage

Use of this endorsement is approved upon request, and receipt of the REQUIREMENTS.

Form

The ALTA 7.1-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 7.1 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 7.1-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 7.1 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 7.1-06)
Maryland

Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 7.1-06)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 7.2: MANUFACTURED HOUSING – CONVERSION; OWNER'S

Background

The ALTA Endorsement 7.2 Manufactured Housing – Conversion; Owner's Endorsement is the functional equivalent to the ALTA 7.1 Endorsement, however, this endorsement is designed to be use with an Owner's Policy of Title Insurance. The ALTA 7.2 broadens the definition of Land to include the manufactured housing unit, insures that the manufactured housing unit is located on the Land and that it constitutes real property under state law and insures that the owner of the Land also owns the manufactured housing unit. In addition, the ALTA 7.2 insures against liens on the unit as a result of the unit being classified as personal property. These liens may arise from federal or state tax, UCC security interests or liens placed on a certificate of title.

Requirements

The requirements for issuance of the ALTA 7.2 or 7.2-06 vary from state to state due to the variety of laws applicable to the conversion of manufactured homes from personal property to real property. The requirements for issuance are the same as would be required for the issuance of the ALTA 7-06.

Because of the wide variation in state law regarding the conversion of mobile and manufactured homes to real property, please see the applicable ***State Supplement*** for specific requirements.

Usage

Use of this endorsement is approved upon request, and receipt of the ***requirements***.

This endorsement is only applicable to the Owner's Policies of Title Insurance and is approved upon request, and receipt of the ***requirements***.

Form

The ALTA 7.2-06 can only be used with the 2006 ALTA Owner's Policy.
The ALTA 7.2 can only be used with the 2021 ALTA Owner's Policy.

Unless otherwise noted, the Endorsement Form ALTA 7.2-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 7.2 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 7.2-06)

Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 7.2-06)
South Carolina
Tennessee
Virginia
West Virginia

Market Value

TIRSA Market Value Policy Rider

Background

For an additional premium, this Owner's endorsement insures the homeowner against loss or damage not exceeding the market value of the premises at the time of loss, less the market value of any subsequently made improvements, where the market value exceeds the Amount of Insurance stated on the face of policy.

Usage

Use of this Endorsement is approved as requested in New York only.

Form

Unless otherwise noted, the Endorsement Form TIRSA Market Value Policy Rider may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete blanks.

States where available for use

The above endorsement may only be used in the following state(s): New York

Mezzanine Financing

ALTA 16-06: MEZZANINE FINANCING

Background

Mezzanine financing is a middle layer of financing between the lender secured by a deed of trust or mortgage on the real property and the lender with an unsecured loan. Mezzanine financing fills the gap between first mortgage financing which usually has a loan-to-value ratio between 45 and 75 percent and the equity participation of the principals of the borrower. Mezzanine financing commonly supplies financing of 50% to 90% of the projects capital structure cost. The borrower in a mezzanine loan is often an LLC and the equity participant in the borrowing entity is frequently itself an LLC. In those situations where the mezzanine lender is taking a pledge of some or all of the equity interests in one or the other of these entities in conjunction with the mezzanine loan, the lender may look to the title insurer for special coverage. The lender may seek some form of non-imputation coverage. A mezzanine lender does not have a lien on the title to the real property; instead, the mezzanine lender has a security interest in the entity owner of the real property. Accordingly, traditional title insurance coverage is not available to the mezzanine lender.

ALTA drafted the ALTA Endorsement 16-06 Mezzanine Financing (06-17-06) to serve as an option for coverage for the mezzanine lender who wants to have "loss payee" status similar to the Insured owner in the event of a claim against the policy. In the ALTA 16-06, the Insured owner agrees, as additional collateral to its mezzanine loan, to assign its right of payment (not to exceed the amount due the mezzanine lender) under the owner's policy to the mezzanine lender.

Not only does the ALTA 16-06 contain "loss payee" coverage to the mezzanine lender, but it also contains various other title insurance coverage such as nonimputation coverage, and "fairways" coverage. The nonimputation coverage included in the ALTA 16-06 is basically the standard nonimputation coverage as given in the ALTA 15-06, ALTA 15.1-06, or ALTA 15.2-06: the title insurance company will not deny liability to the mezzanine lender for loss or damage due to the Exclusions of Coverage as contained in 3(a), 3(b), 3(c) and 3(e) of the ALTA ~~2006~~ Owner's Policy because of any knowledge of the Insured owner as long as the mezzanine lender does not have actual knowledge of the defect creating loss under the policy. The nonimputation coverage given to the mezzanine lender applies even if the mezzanine lender acquires an interest in the Insured owner on or after the date of the policy. "Fairways" coverage is also given to the mezzanine lender; the title insurance company agrees that it will not deny liability to the mezzanine lender if any or all of the ownership interests in the Insured owner have been transferred or acquired by the mezzanine lender on or after the policy date.

To obtain the desired coverage listed above in the ALTA 16-06, the mezzanine lender affirms that the title insurance company retains its right of subrogation after payment to the mezzanine lender of any loss suffered under the policy; in other words, the amount of insurance coverage is reduced by the amount paid by the title insurance company for a loss under a loan policy. The title insurance company also has the right to insure mortgages or other conveyances of the insured property without obtaining the consent of the mezzanine lender. The title insurance company is also given the right to interplead any disputed amounts into the court with the Insured owner and mezzanine lender being jointly and severally liable for paying any costs associated with the proceeding along with attorney fees.

Requirements

Make the following requirement on all transactions:

ALTA16 Upon receipt and satisfactory review of an executed Indemnity Agreements AND audited financial statements from the members of ^ (Name of Insured Party) (Insured) and ^ (Name of Mezzanine Lender) (Mezzanine Lender), the ALTA 16-06 - Mezzanine Financing endorsement, in the form attached hereto, but completed as appropriate, will be attached to the final owner's policy.

NOTE: The ALTA 16-06 endorsement is required to be executed by both the Insured and the mezzanine lender at closing and returned to Investors Title Insurance Company before it may be issued.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 16-06 is designed to be used with an existing or new ALTA Owner's Policy for commercial transactions.

When issuing the ALTA 16-06, the name of the mezzanine lender must be noted on the endorsement. In order for the ALTA 16-06 to be valid, the existing or new Insured owner must agree and consent to the inclusion of the mezzanine lender coverage through execution of the endorsement. The mezzanine lender is also required to execute the endorsement in order for it to be effective.

In order to give the ALTA 16-06 for the Owner's Policy, the title insurance company may require indemnity agreements from all parties to the transaction detailing the structure of the transaction along with current audited financial statements.

Unless otherwise noted, the Endorsement Form ALTA 16-06 may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas (use this ALTA 16-06)
District of Columbia
Georgia
Illinois

Indiana
Kentucky
Louisiana (use this ALTA 16-06)
Maryland
Michigan
Minnesota (use this ALTA 16-06)
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use NJRB 5-114)
New York (use this TIRSA Mezzanine Financing Endorsement)
North Carolina
Ohio (use this ALTA 16-06)
Pennsylvania (use PA 1190)
South Carolina
Tennessee
Virginia
West Virginia (use ALTA 16-06-WV)

Minerals and other subsurface Substances

ALTA 35-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – BUILDINGS

Background

ALTA had not previously adopted separate mineral endorsements, although mineral endorsements are available in the market and are often requested, particularly on commercial transactions. The ALTA 9-06 Series include mineral and other subsurface substances coverage only in the ALTA 9-06 and ALTA 9.7-06. The ALTA 36-06 Series (Energy Projects) do not include mineral and subsurface substance coverage. Separate mineral endorsements are needed in order to accommodate market demand.

The new mineral and subsurface substances endorsements provide flexibility to customers in selection of appropriate coverage based on the type of improvements that may be covered and based on underwriting issues relating to the particular transaction and land:

The ALTA Endorsement 35-06 Minerals and Other Subsurface Substances – Buildings 04-02-12 indemnifies against enforced removal or alteration of buildings located on the Land at Date of Policy because of the exercise of the existing right to use the surface for extraction or development of minerals and other subsurface substances. As to this endorsement, the term "Improvement" is defined as a building on the Land at Date of Policy.

Requirements

The following applies to transactions that are Attorney Certified:

ALTA35 Upon receipt of:

(a) Certification that there are no outstanding reservations or severance of minerals or other subsurface substances (other than royalties) or that the instrument does not include any right to use the surface of the Land; or
(b) For any outstanding reservation or severance of minerals or subsurface substances, certification that the reservation or severance includes a restriction on exercising rights within a specified zone surrounding the improvements. Improvements described in the instrument must encompass improvements located on the Land at date of policy.

The ALTA 35-06 (Minerals and Other Subsurface Substances - Buildings) endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [loan/owner's] policy.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met:

1. Verify that there is no separation of minerals or other subsurface substances (other than royalties) by deed, lease or otherwise or that the instrument does not include any right to use the surface of the Land; or

2. For any outstanding reservation or severance of minerals or subsurface substances, verify that the reservation or severance includes a restriction on exercising rights within a specified zone surrounding the improvements. Improvements described in the instrument must encompass improvements located on the land at date of policy.

   If the improvements are defined as those located on land as of the date of the severance, or the improvements are specifically identified or specifically located you must confirm that there have not been any additional improvements on the land after that date. In the event that additional improvements have been made after the date of severance, contact the applicable Corporate Legal Division to discuss modifying the definition of improvements contained within the endorsement.

   If the improvements protected within the reservation or severance document are specifically identified or located in a defined area, confirm that the buildings located on the land as of the date of the policy are included in the description of improvements or are within the defined area.In the event that the improvements located on the land are not those specifically described or are not within the defined area, contact the applicable Corporate Legal Division to discuss modifying the definition of improvements contained within the endorsement.

3. In the event that the reservation or severance of mineral or subsurface substances does not include a restriction on the exercise of rights surrounding the imporvements you must secure underwriter approval.

Usage
Use of this Endorsement is approved upon receipt of the above ***requirements***.

Form
The endorsements in the ALTA 35-06 series can only be used with the ALTA Loan or Owner's Policy on either commercial or residential property.

Unless otherwise noted, any of the ALTA Endorsement 35-06 (Minerals and Other Subsurface Substances – Buildings) may be COPIED for use or may be computer generated.

Special Instructions
Paragraph 4c should be completed to exclude any right that may appear in Schedule A and/or Schedule B that is to be excluded from coverage under this endorsement.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 35-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 35-06)
Pennsylvania (use PA 1340 for the Owner's Policy and PA 1341 for the Loan Policy)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 35.1-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – IMPROVEMENTS

Background

ALTA had not previously adopted separate mineral endorsements, although mineral endorsements are available in the market and are often requested, particularly on commercial transactions. The ALTA 9-06 Series include mineral and other subsurface substances coverage only in the ALTA 9-06 and ALTA 9.7-06. The ALTA 36-06 Series (Energy Projects) do not include mineral and subsurface substance coverage. Separate mineral endorsements are needed in order to accommodate market demand.

The new mineral and subsurface substances endorsements provide flexibility to customers in selection of appropriate coverage based on the type of improvements that may be covered and based on underwriting issues relating to the particular transaction and land:

The ALTA Endorsement 35.1-06 Minerals and Other Subsurface Substances – Improvements (04-02-12) indemnifies against enforced removal or alteration of Improvements (as defined) located on the Land at Date of Policy because of the exercise of the existing right to use the surface for extraction or development of minerals and other subsurface substances. As to this endorsement, the term "Improvement" is defined as a building, structure locate on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, excluding any crops, landscaping, lawn, shrubbery, or trees.

Requirements

To issue this endorsement the underwriter must obtain a copy of all recorded instrument severing mineral rights of subsurface substances.

If there is a recorded instrument severing mineral rights or subsurface substances, make the following requirement:

S35.1 Receipt of a satisfactory up-to-date survey of the property showing all improvements, including a building, structure, any paved road, walkway, parking area, driveway, or curb.

The following applies to transactions that are Attorney Certified:

ALTA35.1 Upon receipt of:

(a) Certification that there are no outstanding reservations or severance of minerals or other subsurface substances (other than royalties) or that the instrument does not include any right to use the surface of the Land; OR
(b) Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines; AND
(c) For any outstanding reservation or severance of minerals or subsurface substances, certification that the reservation or severance includes a restriction on exercising rights within a specified zone surrounding the improvements including a building, structure, any paved road, walkway, parking area, driveway, or curb.

Improvements described in the instrument must encompass improvements located on the Land at Date of Policy.

The ALTA 35.1-06 (Minerals and Other Subsurface Substances - Improvements) Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [loan/owner's] policy.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met:

1. Verify that there is no separation of minerals or other subsurface substances (other than royalties) by deed, lease or otherwise or that the instrument does not include any right to use the surface of the Land; or

2. For any outstanding reservation or severance of minerals or subsurface substances, verify that the reservation or severance includes a restriction on exercising rights within a specified zone surrounding the improvements including a building, structure, any paved road, walkway, parking area, driveway, or curb. Improvements described in the instrument must encompass improvements located on the land at Date of Policy.

   If the improvements are defined as those located on land as of the date of the severance, or the improvements are specifically identified or specifically located you must confirm that there have not been any additional improvements on the land after that date. In the event that additional improvements have been made after the date of severance, contact the applicable Corporate Legal Division to discuss modifying the definition of improvements contained within the endorsement.

   If the improvements protected within the reservation or severance document are specifically identified or located in a defined area, confirm that the improvements located on the land as of the date of the policy are included in the description of improvements or are within the defined area.In the event that the improvements located on the land are not those specifically described or are not within the defined area, contact the applicable Corporate Legal Division to discuss modifying the definition of improvements contained within the endorsement.

3. In the event that the reservation or severance of mineral or subsurface substances does not include a restriction on the exercise of rights surrounding the improvements you must secure underwriter approval.

Usage

Use of this Endorsement is approved upon receipt of the above ***requirements***.

Form

The endorsements in the ALTA 35-06 series can only be used with the ALTA Loan or Owner's Policy on either commercial or residential property. Unless otherwise noted, any of the ALTA Endorsement 35.1-06 (Minerals and Other Subsurface Substances – Improvements) may be COPIED for use or may be computer generated.

Specia Instructions

Paragraph 4c should be completed to exclude any right that may appear in Schedule A and/or Schedule B that is to be excluded from coverage under this endorsement.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 35.1-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 35.1-06)
Pennsylvania (use PA 1350 for the Owner's Policy and PA 1351 for the Loan Policy)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 35.2-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – DESCRIBED IMPROVEMENTS

Background

ALTA had not previously adopted separate mineral endorsements, although mineral endorsements are available in the market and are often requested, particularly on commercial transactions. The ALTA 9-06 Series include mineral and other subsurface substances coverage only in the ALTA 9-06 and ALTA 9.7-06. The ALTA 36 Series endorsements (Energy Projects) do not include mineral and subsurface substance coverage. Separate mineral endorsements are needed in order to accommodate market demand.

The new mineral and subsurface substances endorsements provide flexibility to customers in selection of appropriate coverage based on the type of improvements that may be covered and based on underwriting issues relating to the particular transaction and land:

The ALTA Endorsement 35.2-06 Minerals and Other subsurface Substances – Described Improvements (04-02-12) indemnifies against enforced removal or alteration of listed Improvements (shown on the endorsement or in an attachment) located on the Land at Date of Policy because of the exercise of the existing right to use the surface for extraction or development of minerals and other subsurface substances. As to this endorsement, the term "Improvement" means each improvement on the Land at Date of Policy that is itemized by the underwriter either on an exhibit attached to the endorsement or listed on the endorsement itself.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met:

1. Verify that there is no separation of minerals or other subsurface substances (other than royalties) by deed, lease or otherwise or that the instrument does not include any right to use the surface of the Land; or
2. For any outstanding reservation or severance of minerals or subsurface substances, verify that the reservation or severance includes a restriction on exercising rights within a specified zone surrounding the improvements including a building, structure, any paved road, walkway, parking area, driveway, or curb. Improvements described in the instrument must encompass improvements located on the Land at date of policy.

   If the improvements are defined as those located on Land as of the date of the severance, or the improvements are specifically identified or specifically located you must confirm that there have not been any additional improvements on the Land after that date. In the event that additional improvements have been made after the date of severance, contact applicable Corporate Legal Division to discuss modifying the definition of improvements contained within the endorsement.

   If the improvements protected within the reservation or severance document are specifically identified or located in a defined area, confirm that the improvements located on the Land as of the date of the policy are included in the description of improvements or are within the defined area.In the event that the improvements located on the Land are not those specifically described or are not within the defined area, contact applicable Corporate Legal Division to discuss modifying the definition of improvements contained within the endorsement.

3. In the event that the reservation or severance of mineral or subsurface substances does not include a restriction on the exercise of rights surrounding the improvements you must secure underwriter approval.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The endorsements in the ALTA 35-06 series can only be used with the ALTA Loan or Owner's Policy on either commercial or residential property.

Unless otherwise noted, any of the ALTA Endorsement 35.2-06 (Minerals and Other Subsurface Substances – Described Improvements) may be COPIED for use or may be computer generated.

Special Instructions

Paragraph 4c should be completed to exclude any right that may appear in Schedule A and/or Schedule B that is to be excluded from coverage under this endorsement.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 35.2-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 35.2-06)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 35.3-06 MINERALS AND OTHER SUBSURFACE SUBSTANCES – LAND UNDER DEVELOPMENT

Background

ALTA had not previously adopted separate mineral endorsements, although mineral endorsements are available in the market and are often requested, particularly on commercial transactions. The ALTA 9-06 Series include mineral and other subsurface substances coverage only in the ALTA 9-06 and ALTA 9.7-06. The ALTA 36 Series endorsements (Energy Projects) do not include mineral and subsurface substance coverage. Separate mineral endorsements are needed in order to accommodate market demand.

The new mineral and subsurface substances endorsements provide flexibility to customers in selection of appropriate coverage based on the type of improvements that may be covered and based on underwriting issues relating to the particular transaction and land:

The ALTA Endorsement 35.3-06 Minerals and Other Subsurface Substances – Land Under Development (04-02-12) indemnifies against enforced removal or alteration of Improvements (as defined) located on the Land at Date of Policy and Future Improvements (as defined) located on the Land after Date of Policy because of the exercise of the existing right to use the surface for extraction or development of minerals and other subsurface substances. This endorsement is only available on construction loans. As to this endorsement, the term "Improvement" is defined as a building, structure locate on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, excluding any crops, landscaping, lawn, shrubbery, or trees. The term "Future Improvement" is defined as a building, structure, and any paved road, walkway, parking area, driveway, or curb, to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constituted real property, but excluding any crops, landscaping, lawn, shrubbery, or trees. The term, "Plan" is defined as a survey, site and elevation plan or other descriptions or drawings prepared by an architect or engineer. Receipt of these plans or drawings is necessary in order to issue the endorsement.

Requirements

To issue this endorsement the underwriter must obtain a copy of all recorded instrument severing mineral rights of subsurface substances and make the following requirements:

S9 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines.

S35.3 Receipt of the architect or engineer's site and elevation plans showing the Improvements to be constructed or affixed to the Land.

The following applies to transactions that are Attorney Certified:

ALTA35.3 Upon receipt of:

(a) Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines;

(b) Receipt of the architect or engineer's site and elevation plans showing the Improvements to be constructed or affixed to the Land;
(c) Certification that there are no outstanding reservations or severance of minerals or other subsurface substances (other than royalties) or that the instrument does not include any right to use the surface of the Land; or provide the Company a copy of any instrument severing mineral rights or subsurface substances.

The ALTA 35.3-06 (Minerals and Other Subsurface Substances - Land Under Development) Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [loan/owner's] policy.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction and we are in receipt of the necessary documents, it is necessary that the following guidelines are met:

1. Verify that there is no separation of minerals or other subsurface substances (other than royalties) by deed, lease or otherwise or that the instrument does not include any right to use the surface of the Land; or

2. For any outstanding reservation or severance of minerals or subsurface substances, verify that the reservation or severance includes a restriction on exercising rights within a specified zone surrounding the improvements and future improvements, including a building, structure, any paved road, walkway, parking area, driveway, or curb. Improvements described in the instrument must encompass improvements located on the Land at date of policy or future improvements to be added to the Land pursuant to the architect or engineer's site and elevation plans.

   If the improvements protected within the reservation or severance document are specifically identified or located in a defined area, confirm that the improvements located on the Land as of the date of the policy and the future improvements to be constructed on the Land are included in the description of improvements or are within the defined area.In the event that the improvements located on the land or to be located on the Land are not those specifically described or are not within the defined area, contact the applicable Corporate Legal Division.

3. In the event that the reservation or severance of mineral or subsurface substances does not include a restriction on the exercise of rights surrounding the improvements or future improvements, you must secure underwriter approval.

Usage

Use of this Endorsement is approved upon receipt of the above ***requirements***.

Form

The endorsements in the ALTA 35-06 series can only be used with the ALTA Loan or Owner's Policy on either commercial or residential property.

Unless otherwise noted, any of the ALTA Endorsement 35.3-06 (Minerals and Other Subsurface Substances – Land Under Development) may be COPIED for use or may be computer generated.

Special Instructions

Paragraph 4c should be completed to exclude any right that may appear in Schedule A and/or Schedule B that is to be excluded from coverage under this endorsement. For the ALTA 35.3-06 Endorsement, the name of the architect or engineer must be inserted into the first blank and the name of the project or project number must be inserted into the fourth blank.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 35.3-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 35.3-06)
Pennsylvania (use PA 1360 for the Owner's Policy and PA 1361 for the Loan Policy)
South Carolina
Tennessee
Virginia
West Virginia

Mitigation

LENDER MITIGATION ENDORSEMENT

Background

In many instances the law requires a person who has been injured by the wrongdoing of another to mitigate their losses, or in other words, take such steps as are reasonable in order to prevent the injury from causing more harm. For example, when a tenant defaults under a lease, the landlord may have the obligation to try and obtain a new tenant to rent the premises. The rent received from the new tenant will offset the amount of harm the landlord suffers by the original tenant's failure to honor the lease. To the extent the landlord cannot secure a lease with a new tenant or cannot secure a lease for as much rent as the original lease, the landlord can seek reimbursement from the original tenant.

In a loan context, the lender may realize that the property serving as collateral is the subject of a lawsuit which may result in an adverse judgment against the property. Nonetheless the lender is willing to make the loan and is willing to accept an exception for the lawsuit from coverage under the title policy. If an adverse judgment is rendered, the lender may deem it best to continue making advances to the borrower or to protect its collateral by making other payments, i.e., for taxes (which payments could increase the injury the lender might ultimately suffer).

Under paragraph 3(a) of the Exclusions from Coverage, the ALTA Loan Policy specifically excludes matters that are created, suffered, assumed or agreed to by the Insured Claimant. Accordingly, the lender may seek assurances from the title insurance company that it will not claim that the secured indebtedness (loan) should not have been incurred, advances or disbursed, by reason of any duty or responsibility of the Insured lender to mitigate its loss or losses in the event any judgment or order adverse to the title as insured is issued by a court of competent jurisdiction by reason of the lawsuits referred to in the exception(s) or any other lawsuit or claim which raises the same or similar issues and allegations raised in the original lawsuit excepted from coverage.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY AND THE REINSURER, IF ANY.

Form

Unless otherwise noted, the Endorsement Form Lender Mitigation Endorsement may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Modifications

ALTA 11: MORTGAGE MODIFICATION

Background

The ALTA Endorsement 11 Mortgage Modification insures the lender against loss or damage sustained due to the invalidity of the Insured Mortgage as a result of modification of the mortgage. The ALTA 11 also insures the lender against loss or damage sustained due to the lack of priority of the Insured Mortgage over defects in, or liens or encumbrances on the title, excepting any defects, liens, or encumbrances shown in the policy, any prior endorsement, and in the current endorsement.

The ALTA 11 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 11-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 11 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 11-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Typically, you will not be issuing a commitment in order to issue this endorsement so there is no formal requirement to be made. The capacity and authority of the parties to the modification should be reviewed in the same manner as the parties to the original deed of trust or mortgage.

This endorsement may be issued if a search of the public records reveals the following:

1. A modification of the Insured Mortgage has been recorded;
2. The parties to the modification are the current owner(s) of the Land and the holder(s) of the beneficial interest (aka lender of record) under the mortgage. NOTE: If the search reflects that the lender of record is not a party to the modification you must require an assignment from the lender of record;
3. No full or partial reconveyance of the mortgage and no intervening liens, encumbrances or matters of record found subsequent to the Insured Mortgage but prior to the recorded modification. NOTE: If a search of the public records reveals any intervening matters a subordination must be executed or the matter must be listed as an exception under the policy; AND
4. Taxes have been paid for the current tax year. If taxes for the current tax year have not been paid make the appropriate exception for the unpaid taxes.

In addition to a search of the public records, prior to issuing the endorsement the following must be received:

1. Verification as to the current parties in possession; AND
2. Satisfactory, notarized Affidavit Regarding Liens, if applicable.

If there are any intervening matters discovered during the title search between the date of policy and the date of the ALTA 11~~-06~~, these matters must be excepted under paragraph 2 of the ALTA 11~~-06~~.

Usage
Use of this Endorsement is approved upon request.

Form
The ALTA 11-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 11 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 11-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 11 may be COPIED for use or may be computer generated.

Special Instructions
Complete the blanks.

States where available for use
The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Florida
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 11-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 11-06)
Pennsylvania (use PA 500 for a residential loan policy or the PA 501 for a non-residential loan policy)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 11.1-06: Mortgage Modification - Additional Coverage

Background

The ALTA Endorsement 11.1 Mortgage Modification – Additional Coverage Endorsement is for the most part identical to the ALTA 11-with one exception. The ALTA 11.1 provides additional coverage for loss or damage sustained by the Insured by reason of an intervening lien that has purportedly been subordinated by recorded agreement to the Insured Mortgage in connection with the modification not actually being subordinate.

The ALTA 11.1 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 11.1-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 11.1 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 11.1-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Typically, you will not be issuing a commitment in order to issue this endorsement so there is no formal requirement to be made.

This endorsement may be issued if a search of the public records reveals the following:

1. A modification of the Insured Mortgage has been recorded;
2. Receipt of a satisfactory recorded subordination of the intervening lien;
3. The parties to the modification are the current owner(s) of the Land and the holder(s) of the beneficial interest (aka lender of record) under the mortgage. NOTE: If the search reflects that the lender of record is not a party to the modification you must require an assignment from the lender of record; AND
4. Taxes have been paid for the current tax year. If taxes for the current tax year have not been paid make the appropriate exception for the unpaid taxes;

Usage

Use of this Endorsement is approved upon request.

Form

The ALTA 11.1-06 can only be used with the 2006 ALTA Loan Policy.
The ALTA 11.1 can only be used with the 2021 ALTA Loan Policy.

Unless otherwise noted, the Endorsement Form ALTA 11.1-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 11.1 may be COPIED for use or may be computer generated.

Special Instructions

1. Complete the blanks.
2. If any intervening matters are discovered during the title search between the date of policy and the date of the ALTA 11.1-06 which are not subordinated, these matters must be excepted under paragraph 2.

3. Matters which are subordinated to the Insured Mortgage must be indicated under paragraph 3.
4. Charge the appropriate rate for the amount of coverage above the face amount of the policy, if applicable.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 11.1-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use the NJRB 5-174)
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

ALTA 11.2-06: MORTGAGE MODIFICATION – WITH ADDITIONAL AMOUNT OF INSURANCE

Background

The ALTA Endorsement 11.2 Mortgage Modification with Additional Amount of Insurance provides additional coverage for loss or damage sustained by the Insured by reason of an intervening lien that has purportedly been subordinated by recorded agreement to the Insured Mortgage in connection with the modification not actually being subordinate. This endorsement allows the Company to increase the amount of coverage afforded by the Title Insurance Policy.

The ALTA 11.2 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 11.2-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 11.2 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 11.2-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

Typically, a commitment will not be issued in conjunction with this endorsement so there are no formal requirements to be made.

Collect additional premium for the amount of insurance increased in this endorsement.

This endorsement may be issued if a search of the public records reveals the following:

1. A modification of the Insured Mortgage has been recorded;
2. Receipt of a satisfactory recorded subordination of the intervening lien, if any. Any subordinated matter should be reflected in Section 3(c) of this endorsement;
3. The parties to the modification are the current owner(s) of the Land and the holder(s) of the beneficial interest (aka lender of record) under the mortgage. NOTE: If the search reflects that the lender of record is not a party to the modification you must require an assignment from the lender of record;
4. Taxes have been paid for the current tax year. If taxes for the current tax year have not been paid make the appropriate exception for the unpaid taxes in Section 3(b) of this endorsement; AND
5. Any matters reflected through an updated search should also be reflected in Section 3(b) of this endorsement.

Usage

Use of this Endorsement is approved upon request.

Form

Use of this Endorsement is approved as requested for use with the 2006 ALTA Loan Policy.

Unless otherwise noted, if the state in which the property is located has a **mortgage tax**, the ALTA 11.2-06 ***containing provision #5*** of the Endorsement may be COPIED for use or may be computer generated.

If the state in which the property is located does not have a **mortgage tax**, the ALTA 11.2-06 where ***provision #5 is removed*** from the Endorsement may be COPIED for use or may be computer generated.

Use of this Endorsement is approved as requested for use with the ALTA 2021 Loan Policy.

Unless otherwise noted, if the state in which the property is located has a **mortgage tax**, the ALTA 11.2 ***containing provision #5*** of the Endorsement may be COPIED for use or may be computer generated.

If the state in which the property is located does not have a **mortgage tax**, the ALTA 11.2 where ***provision #5 is removed*** from the Endorsement may be COPIED for use or may be computer generated.

Special Instructions

1. Complete the blanks.
2. If there are any intervening matters discovered during the title search between the date of policy and the date of the ALTA 11.2 which are not subordinated, these matters must be excepted under paragraph 3(b).
3. Matters which are subordinated to the Insured Mortgage must be indicated under paragraph 3(c).
4. Charge the appropriate rate for the amount of coverage above the face amount of the policy.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 11.2-06)
Maryland
Michigan
Missouri
Mississippi
North Carolina
Nebraska
New Hampshire
New Jersey (use the NJRB 5-175)

Ohio (use this ALTA 11.2-06)
South Carolina
Tennessee
Virginia
Wisconsin
West Virginia

Mortgage Tax

ALTA 38-06-MORTGAGE TAX

Background

The ALTA Endorsement 38-06 Mortgage Tax (12-03-12), upon payment of any deficiency in the Mortgage Tax, including interest and penalties, by the Insured, insures against loss or damage sustained by reason of:

a) The invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness resulting from the failure to pay, at the time of recording, any portion of the Mortgage Tax; or
b) The lack of priority of the lien of the Insured Mortgage as security for the Indebtedness resulting from the failure to pay, at the time of recording, any portion of the Mortgage Tax.

The ALTA 38-06 does not insure against failure of the Insured to pay any Mortgage Tax deficiency. Such failure, which is the responsibility of the Insured, would be an act of the Insured pursuant to Section 3(1) of the Exclusions from Coverage.

Underwriting Guidelines:

When a title exam is being relied upon for underwriting the transaction and the underwriter is in receipt of the necessary documents, said document must be reviewed to ensure the following guidelines are met prior to issuing the endorsement:

- Confirmation that the mortgage recording tax calculation appears to be correct and that the mortgage recording tax was paid at the time of recording of the Insured Mortgage.

Requirements

Use of this endorsement is approved in areas where there is a mortgage recording tax and fulfillment of the following requirement:

ALTA38 Upon receipt of evidence that the mortgage recording tax calculation appears to be correct and that the mortgage recording tax was paid at the time of recording of the Insured Mortgage.

The ALTA 38-06 Mortgage Tax Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the Loan Policy of Title Insurance.

Form

The ALTA 38-06 can only be used with the ALTA Loan Policy only.

Unless otherwise noted, the Endorsement Form ALTA 38-06 may be COPIED for use or may be computer generated.

Special Instructions

None.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Louisiana (use this ALTA 38-06)
Tennessee

Navigation

NAVIGATIONAL SERVITUDE ENDORSEMENT - FLORIDA

Background

This endorsement is only used in Florida and provides affirmative coverage against loss resulting from a final order in favor of the U.S. Government requiring the removal of any improvements located on the land at the date of policy resulting from the exercise of governmental rights to control navigable waters or lands which formerly constituted navigable waters.

Usage

Unless otherwise noted, the Endorsement Form Navigational Servitude Endorsement - Florida may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): Florida

Non-Imputation

NON-IMPUTATION ENDORSEMENTS: GENERAL DISCUSSION

Background

Pursuant to the terms of Paragraph 3 under the Exclusions From Coverage of the ALTA Owner and Loan policies, title insurance policies do not insure against loss or damage sustained by reason of a title defect known to the Insured but not known to the title company and not disclosed by the public record. Consequently, the title company may defend a claim arising out of a title defect that was not disclosed by the public records but was known by an officer of the insured corporation or partner of the insured partnership by utilizing the doctrine of imputation found in agency law. The purpose of the non-imputation endorsement is to modify this exclusion from coverage.

As a broad generalization, the non-imputation endorsement is not applicable for loan policies because the lender is not in an agency relationship with the borrower and is otherwise protected by the recording acts. If the lender is a life insurance company and it is making a construction loan, it may be contemplated that upon completion of the project, the lender will switch hats and take out its loan by making an equity investment in the project as a joint venturer or partner. Typically, the life insurance company will purchase an interest in the owner rather than having the owner transfer an interest in title to the project. Consequently, the life insurance company may require a non-imputation endorsement be included in the owner's policy.

Nonimputation endorsements are commonly requested when the proposed insured entity owner does not want any knowledge of the transaction "imputed" or transferred to the proposed owner by other parties connected to the entity owner (i.e. outgoing members, partners, managers, or officers of the entity owner). Accordingly, nonimputation endorsements are typically used in situations involving a corporation, partnership, or limited liability company as the insured party. ALTA has standardized three (3) nonimputation endorsements for use in commercial transactions: the ALTA Endorsement 15-06 Nonimputation – Full Equity Transfer, the ALTA Endorsement 15.1-06 Nonimputation – Additional Insured, and the ALTA Endorsement 15.2-06 Nonimputation – Partial Equity Transfer.

These new endorsements work to broaden the coverage typically not afforded due to exclusions 3(a), 3(b) and 3(e) as they apply to existing or former participants in the entity owning the insured land. Each nonimputation endorsement contains an assertion by the title insurance company that it will not deny liability for loss or damage due to the Exclusions of Coverage as contained in 3(a), 3(b), and 3(e) of the ALTA Loan and Owner's Policies. Typically, a title insurance company may deny liability for liens or encumbrances (1) created or assumed to by the insured claimant; (2) not known to the title insurance company and not recorded in the public records, but known to the insured claimant and not disclosed in writing to the title insurance company before the policy date; and (3) creating losses which would not have been sustained if the insured claimant had paid value for the estate or interest insured by the title policy. Through the use of a nonimputation endorsement, the proposed insured is assured that it will be treated in a similar manner as a bona fide purchaser for value.

ALTA 15-06: NON-IMPUTATION – FULL EQUITY TRANSFER

Requirements and Usage

The ALTA Endorsement 15-06 Nonimputation – Full Equity Transfer (6/17/06) is designed to be used with an ALTA Owner's Policy for commercial transactions. In particular, the ALTA 15-06 may be utilized when the proposed insured entity (corporation, partnership, or Limited Liability Company) is losing all of its previous equity holders in the transaction and is obtaining new equity holders. When issuing the ALTA 15-06, several "blanks" must be completed for the endorsement to be effective; the first blank must list the exiting or contributing equity holders (partners, members, managers, officers, or directors) and the second blank must list the "incoming" equity holders (partners, members, managers, officers, or directors). In addition, only the prior equity holders whose knowledge is of potential concern to the new equity holders should be listed. Specificity as to the listing of the equity holders is a key concern when issuing the ALTA 15-06. In order to give the ALTA 15-06 to the owner, the title insurance company may require an affidavit and an indemnity agreement from all parties to the transaction detailing the structure of the transaction along with current financial statements.

Make the following requirement on all transactions:

ALTA15 The following is required in order to issue the ALTA Endorsement 15-06 on an Owner's Policy:

(a) Execution of the Investors Title Non-Imputation Affidavit by those persons (Affiants) whose knowledge, action or inaction is covered by the endorsement.
(b) Financial disclosures by the Affiants showing the financial strength of those parties.
(c) Explanation of the transaction and reasons for the endorsement.

The transaction may, for instance, suggest other issues, such as creditor's rights.

Usage

Use of this Endorsement is approved upon receipt of the above REQUIREMENTS.

Form

The ALTA 15-06 can only be used with the ALTA Owner's Policy.

Unless otherwise noted, the Endorsement Form ALTA 15-06 may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

Alabama
Arkansas (use this ALTA 15-06)
District of Columbia
Georgia
Illinois

Indiana
Kentucky
Louisiana (use this ALTA 15-06)
Maryland
Michigan
Minnesota (use this ALTA 15-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
New York (use this TIRSA Non-Imputation Endorsement)
Ohio (use this ALTA 15-06)
Pennsylvania (use TIRBOP-PA Endorsement 1160 (ALTA Endorsement 15-06) (Non-Imputation-Full Equity Transfer)-Owner's Policy Only)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 15.1-06: NON-IMPUTATION – ADDITIONAL INSURED

Requirements and Usage

The ALTA Endorsement 15.1-06 Nonimputation – Additional Insured (6/17/06) is also designed for use with commercial transactions. Typically, the ALTA 15.1-06 may be used when a previously insured entity wants to add a new equity holder as an additional insured party.

In order for the ALTA 15.1-06 to be valid, the existing insured party must agree and consent to the inclusion of the new equity holder through execution of the endorsement. Through its execution of the endorsement, the existing insured party agrees that any payment made under this endorsement shall reduce the amount of insurance available to the insured party in case of a claim against the policy.

Please note that although this endorsement adds additional insured parties to the existing policy, the policy effective date is not brought forward to the date of the endorsement. Accordingly, if coverage for the new insured entity holder is desired from the date of the ALTA 15.1-06 and not from the original policy date, the title must be updated and brought forward to the date of the ALTA 15.1-06.

When issuing the ALTA 15.1-06, the new equity holder must be identified in the first blank on the endorsement with the existing or exiting entity holders identified in the second blank. Similar to the ALTA 15-06, specificity as to the parties' identity is important when issuing the ALTA 15.1-06.

In order to give the ALTA 15.1-06 to the owner, the title insurance company may require an affidavit and an indemnity agreement from all parties to the transaction detailing the structure of the transaction along with current financial statements as well as execution of the endorsement by the existing insured owner.

Make the following requirement on all transactions:

ALTA15.1 The following is required in order to issue the ALTA Endorsement 15.1-06 on an Owner's Policy:

(a) Execution of the Investors Title Non-Imputation Affidavit by those persons (Affiants) whose knowledge, action or inaction is covered by the endorsement.
(b) Financial disclosures by the Affiants showing the financial strength of those parties.
(c) Explanation of the transaction and reasons for the endorsement.
(d) The existing insured must sign the endorsement, evidencing approval of issuance of the endorsement.

The transaction may, for instance, suggest other issues, such as creditor's rights.

Usage

Use of this Endorsement is approved upon receipt of the above ***requirements***.

Form

The ALTA 15.1-06 can only be used with the ALTA Owner's Policy.

Unless otherwise noted, the Endorsement Form ALTA 15.1-06 may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas (use this ALTA 15.1-06)
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 15.1-06)
Maryland
Michigan
Minnesota (use this ALTA 15.1-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 15.1-06)
Pennsylvania (use TIRBOP-PA 1170 (ALTA 15.1-06) (Non-imputation-Additional Insured))
South Carolina
Tennessee
Virginia
West Virginia

ALTA 15.2-06: NON-IMPUTATION – PARTIAL EQUITY TRANSFER

Requirements and Usage

Like the ALTA 15-06 and the ALTA 15.1-06, the ALTA Endorsement 15.2-06 Nonimputation – Partial Equity Transfer (06-17-06) is geared towards commercial transactions. It provides basically the same coverage as the ALTA 15-06 with one key exception: the proposed insured entity is the equity holder (partners, members, managers, officers, or directors) whereas the fee simple owner of the property to be insured is the entity (corporation, partnership, or limited liability company). The proposed insured equity holder does not want to be held accountable for any undisclosed knowledge of the owning entity much like a bona fide purchaser for value. As with the other nonimputation endorsements, when identifying the existing or exiting equity holders of the fee simple owning entity in the blank on the ALTA 15.2-06, the parties must be narrowly, and not broadly, named on said endorsement. In order to give the ALTA 15.2-06 to the owner, the title insurance company may require an affidavit and an indemnity agreement from all parties to the transaction detailing the structure of the transaction along with current financial statements.

Make the following requirement on all transactions:

ALTA15.2 The following is required in order to issue the ALTA Endorsement 15.2-06 on an Owner's Policy:

(a) Execution of the Investors Title Non-Imputation Affidavit by those persons (Affiants) whose knowledge, action or inaction is covered by the endorsement.
(b) Financial disclosures by the Affiants showing the financial strength of those parties.
(c) Explanation of the transaction and reasons for the endorsement..

The transaction may, for instance, suggest other issues, such as creditor's rights.

Usage

Use of this Endorsement is approved upon receipt of the above ***requirements***.

Form

The ALTA 15.2-06 can only be used with the ALTA Owner’s Policy.

Unless otherwise noted, the Endorsement Form ALTA 15.2-06 may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas (use this ALTA 15.2-06)
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 15.2-06)
Maryland
Michigan
Minnesota (use this ALTA 15.2-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 15.2-06)
Pennsylvania (use PA 1180)
South Carolina
Tennessee
Virginia
West Virginia

Option Endorsements

OPTION ENDORSEMENT

Background

This endorsement insures the lender against loss or damage incurred by reason of the unenforceability of the right to exercise the option to purchase, and the priority over the option of any conveyance made of the fee simple estate. The Option endorsement may be issued with either a Loan or an Owner's policy. The Company requires receipt and satisfactory review of the option by a title attorney before issuance of this endorsement.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Option Endorsement may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Florida (use Option End: Florida)

Pari Passu Mortgage

ALTA 45-06 – Pari Pasu Mortgage – Loan Policy

Background

"*Pari Passu*" is Latin for "by equal progress; equably; ratably; without preference."*Pari Passu* mortgages are transactions where two or more mortgagees or beneficiaries agree to equal priority and to share ratably out of the collateral. Plainly stated, this occurs when two or more lenders make different loans secured by the same Land and where the mortgages or deeds of trust securing the loan are of equal lien priority. The loans may differ in amounts, terms, etc.

The lenders usually execute an intercreditor agreement which describes the equal priority of the loans and other aspects of the transaction (payments, actions upon foreclosure, etc.)

The ALTA Endorsement 45-06 *Pari Passu* Mortgage - Loan Policy (12/1/2014), insures against loss or damage by reason of:

1. The invalidity or unenforceability of the lien of the Insured Mortgage resulting solely from the provisions of a *Pari Passu* Mortgage or intercreditor agreement establishing lien priority; or
2. The lack of equal lien priority of the Insured Mortgage to other *Pari Passu* mortgages.

The ALTA 45-06 is only issued to the lender.

Underwriting Guidelines:

Before the ALTA 45-06 is issued, the mortgage(s) to be insured and the proposed Intercreditor Agreement must be inspected by an attorney of this Company to ensure the following:

1. More than one mortgagee exists in the transaction **and**,
    a. There is an Intercreditor agreement showing *Pari Passu* standing among the mortgages, notwithstanding the order of recording of the Insured Mortgage and the *Pari Passu* Mortgage. If the equal lien priority provisions are contained only in the Intercreditor Agreement, **it must be recorded.**

Requirements

Make the following requirement on all *Pari Passu* transactions:

ALTA45 Upon receipt and satisfactory review by the Company of a duly executed and recorded intercreditor agreement showing Pari Passu status and equal priority between the Insured Mortgages and the Pari Passu Mortgage, the ALTA 45-06 (Pari Passu Mortgage - Loan Policy (12/1/2014) Endorsement will be attached to the final loan policy.

Usage:

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 45-06 can only be used with the ALTA Loan Policy.

Unless otherwise noted, the ALTA 45-06 may be COPIED for use or may be computer generated.

Special Instructions:

Complete the blanks as appropriate.

States where available for use

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 45-06)
Maryland
Michigan
Missouri
Mississippi
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 45-06)
Pennsylvania (use PA 1650)
South Carolina
Tennessee
Virginia
West Virginia

Planned Unit Development

ALTA 5-06 – PLANNED UNIT DEVELOPMENT – ASSESSMENTS PRIORITY

Background

The ALTA Endorsement 5-06 Planned Unit Development – Assessments Priority (2/3/2010, Technical Correction 12/1/17) insures against loss or damage due to violations of restrictive covenants, forfeiture or reversion provisions of restrictive covenants, assessments gaining priority over an Insured Mortgage, compelled removal of improvements due to encroachment and failure of title by reason of a right of first refusal.

A current survey is not required to attach an ALTA 5-06 to a policy. Do not, however, automatically attach this Endorsement; attach the Endorsement upon request.

Although the Company typically does not provide this Endorsement for Owner's coverage, it can be appropriate to do so. The Company may require further certifications from the title examiner. Verify with the Company's attorney staff before using this Endorsement for Owner's coverage.

Usage

Use of this Endorsement is approved upon request.

Form

The ALTA 5-06 can be used with the ALTA Loan and/or Owner’s Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 5-06 – Planned Unit Development – Assessment Priority may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Arkansas
District of Columbia
Georgia
Indiana
Kentucky
Louisiana (use this ALTA 5-06)
Michigan
Minnesota (use this ALTA 5-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
South Carolina
Virginia

ALTA 5.1-06 – PLANNED UNIT DEVELOPMENT – CURRENT ASSESSMENTS

Background

The ALTA Endorsement 5.1-06 Planned Unit Development – Current Assessments (10/16/08, Technical Correction 12/1/17) Endorsement provides the same coverage as ALTA 5-06 Endorsement, but is intended for use in states where PUD homeowners' association liens for unpaid association charges have super priority status. The ALTA 5.1-06 insures that the Lender has priority only at the date of policy and that there is no amount due and no lien in existence for homeowners' association charges.

The following states DO NOT allow for super priority and therefore the lender should receive the ALTA 5-06: Arkansas, Georgia, Indiana, Kentucky, Louisiana, Minnesota, Mississippi, North Carolina, Ohio, Virginia, and Wisconsin.

A current survey is not required to attach an ALTA 5.1-06 to a policy. Do not, however, automatically attach this Endorsement; attach the Endorsement upon request.

Although the Company typically does not provide this Endorsement for Owner's coverage, it can be appropriate to do so. The Company may require further certifications from the title examiner. Verify with the Company's attorney staff before using this Endorsement for Owner's coverage.

Usage

Use of this Endorsement is approved upon request, in states where liens have priority status.

For an Owner’s Policy, USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 5.1-06 can be used with the ALTA Loan and/or Owner’s Policy of Title Insurance.

It is important that there is a consistency of coverage being provided with the requested endorsements. For this reason, the ALTA 9-06, when requested in conjunction with the ALTA 5.1-06, should be replaced with the ALTA 9.10-06. The ALTA 9-06 provides coverage regarding the priority of the Insured Mortgage, which could be contrary to the coverage provided by the ALTA 5.1-06.

Unless otherwise noted, the Endorsement Form ALTA 5.1-06 – Planned Unit Development – Current Assessments may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Florida (use this ALTA 5.1-06-FL);
Illinois
Louisiana (use this ALTA 5.1-06)
Maryland
New Jersey (use NJRB 5-90 – ALTA 5.1-06)
New York (use this TIRSA Planned Unit Development Endorsement)
Ohio (use this ALTA 5.1-06) OTIRB has filed the ALTA 5.1 for use with an Owner’s Policy;
Pennsylvania (use PA 820)
Tennessee
West Virginia

Policy Authentication

ALTA 39-06-POLICY AUTHENTICATION

Background

In recent years, commercial customers have frequently requested an "Electronic Execution" or similar endorsement recognizing that a policy and endorsements are not invalid simply because electronically generated without wet signatures. The concern of customers has been based upon the following provision in the Conditions of the Owner's Policy (at Section 15(c)) and of the Loan Policy (at Section 14(c)): "(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy."

The ALTA Endorsement 39-06 Policy Authentication (4-2-13) addresses the issue of authentication by acknowledging that the title insurer will not deny liability solely because the policy or endorsements were issued electronically or lack signatures. The new endorsement does not insure or agree that any form bearing the name of the Company will necessarily be treated as valid, if there are other bases for which issues of validity may remain (such as counterfeit forms).

This endorsement provides that the Company will not deny liability under the policy or endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack of signatures in accordance with the Conditions.

Typically the ALTA 39-06 is issued when the policy to which the endorsement is attached must:

- have been issued electronically or lack signatures;
- be issued with a policy number; and
- Include a Date of Policy.

NOTE: Due to revisons to the ALTA Loan Policy and Owners Policy (2021) the issuance of this endorsement is no longer necessary. The boiler plate language at the top of both policies incorporates the same coverage as provided for by this endorsement.

Requirements

Use of this endorsement is approved upon request.

Form

The ALTA 39-06 can be used with the 2006 ALTA Loan and/or Owner's Policy of Title Insurance Policies.

Unless otherwise noted, the Endorsement Form ALTA 39-06 may be COPIED for use or may be computer generated. This endorsement can be used with the 2021 ALTA Policies (Lender's or Owner's) if specifically requested.

Special Instructions

None.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use the NJRB 5-178)
North Carolina
Ohio
Pennsylvania (use TIRBOP 1620)
South Carolina
Tennessee
Virginia
West Virginia

Reciprocal Easements

Reciprocal Easement Endorsement

Background

When reciprocal easement agreements are involved in a transaction, the policy must describe the insured property and include the rights of the Insured under the reciprocal easement agreement(s) in Schedule A.

Requirements

The underwriter must determine whether the agreements burden the insured premises, and if so, take exception to the same under Schedule B.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

Unless otherwise noted, the Endorsement Form Reciprocal Easement Endorsement may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana
Maryland
Mississippi
Missouri
North Carolina
South Carolina
Tennessee
Virginia
West Virginia

Limited Coverage Exceptions Endorsement (For Limited Coverage Residential Loan Policy) - Michigan

Background and Usage

A Limited Coverage Residential Loan Policy is available for loan policies covering one-to-four family residential properties. This limited coverage is provided by an ALTA Loan Policy together with a Limited Coverage Exceptions Endorsement which excepts from coverage more matters than are excepted in the Loan Policy with the Standard Exceptions Endorsement. This limited coverage provides the lender with an additional choice of coverage at a lower premium. The Limited Coverage Residential Loan Policy may, at the request of the insured, be issued using the ALTA Loan Policy, ALTA Short Form or ALTA Loan Certificate and attaching the Limited Coverage Exceptions Endorsement.

Form

Unless otherwise noted, the Endorsement Form Limited Coverage Exceptions Endorsement may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Michigan (use MI-368)

Standard Endorsement

Standard New York Endorsements - Loan and Owner Policies

Background

This endorsement, approved in New York, deletes various items from the Insuring Provisions and from the Exclusions from Coverage and adds to the Conditions and Stipulations of the policies.

Usage

Use of this Endorsement is approved in New York as local custom prevails.

Form

Unless otherwise noted, the Endorsement Form Standard New York Endorsement – Loan Policy and Standard New York Endorsement – Owner's Policy are to be used for all policies issued. The Endorsement may be copied or computer generated.

States where available for use

The above endorsement may only be used in the following state(s): New York

Subdivision

ALTA 26-06 – SUBDIVISION

Background

The ALTA Endorsement 26 Subdivision provides coverage against loss or damage that an insured lender or owner may sustain because of the failure of the Land to be considered a lawfully created parcel according to the local subdivision ordinances or regulations applicable to the Land as of the Date of Policy.

The ALTA 26 [2021 v. 01.00 (07-01-2021)] made revisions to the ALTA 26-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 26 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 26-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

The ALTA 26 may be issued upon receipt of attorney certification or satisfactory evidence from the title examiner that the Land is not in violation of any local subdivision ordinance or regulation.

Make the following requirement on all transactions:

ALTA26 Upon receipt of confirmation from the certifying attorney that the insured premises is not in violation of any applicable local subdivision ordinance or subdivision regulation, presently in effect, the ALTA 26 Endorsement in the form attached hereto, will be attached to the final policy.

Usage

Use of this Endorsement is approved upon request, and receipt of the Requirements.

Form

The ALTA 26-06 can only be used with the 2006 ALTA Loan and/or Owner's Policy of Title Insurance.

The ALTA 26 can only be used with the 2021 ALTA Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 26-06 may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 26 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 26-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use the NJRB 5-176)
North Carolina
Ohio (use this ALTA 26-06)
South Carolina
Tennessee
Virginia
West Virginia

Survey

ALTA 25-06 – SAME AS SURVEY

Background

Although lenders usually evaluate only historical information when underwriting residential loans, they will evaluate projected information when underwriting commercial loans. The projected information is essential especially when the borrower is seeking the commercial loan for the purpose of establishing or expanding its business. The borrower's business cannot generate income to pay for the creation or expansion until it is established or expanded, and it cannot do either without an additional source of funds. Accordingly, borrowers seeking a commercial loan frequently submit their business plan to their lender when they apply for a loan.

The lender will scrutinize the plan. Since the location, parking accommodations, access and zoning are pivotal to the success of the proposed plan, the lender will want to review a survey of the property or physically inspect the property where the business will be located. If the property will serve as the primary collateral, the lender may also require the borrower to provide an up-to-date survey certified to both the borrower and the lender.

The purpose of the ALTA Endorsement 25-06 (10-16-08) is to provide the insured owner or lender with confirmation that the insured property described in the policy by legal description is the same property as reflected on the survey reviewed to assess the viability of the property's projected use. If the attorney has incorporated the survey from which the legal description was drafted, the coverage provided by the same-as-survey endorsement will be included already. Thus, the endorsement may be unnecessary or redundant.

On the other hand, several title insurance companies offer lenders full up-to-date survey coverage without requiring a new survey provided certain conditions are satisfied. One of these conditions is that the property's legal description must be consistent with a survey prepared for the property by a registered land surveyor. One can foresee a scenario where the borrower presents an old survey to the lender when applying for the loan. Thereafter, the borrower provides a newer survey to his attorney that reflects changes. These changes might have affected the lender's conclusion that the borrower's plans for projected income will be realized. If the legal description used in the policy does not specifically designate the survey from which it was drafted, the same-as-survey endorsement would confirm to the lender that the policy insuring his lien on the property was insuring property consistent with what he had reviewed in his analysis of the borrower's business plan. If the lender had reviewed a different survey, a specimen policy containing this endorsement would alert the lender to such fact.

Requirements

In order to provide this coverage, the Company will request a copy of the survey to be referenced so that they may confirm the legal description to be utilized in the policy is consistent with the calls and distances reflected on the referenced survey.

ALTA25 Upon receipt of an accurate and current survey confirming that the legal description to be utilized in the policy is consistent with the calls and distances as reflected on referenced survey, ALTA 25-06 (Same as Survey) endorsement in the form attached hereto, but completed as is appropriate, will be attached to the final policy

Usage

Use of this Endorsement is approved for use with the ALTA Policies upon favorable examination of survey.

Form

The ALTA 25-06 Endorsement can only be used with the ALTA Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 25-06 may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 25-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 25-06)
Pennsylvania (use TIRBOP-PA Endorsement 1270 (Same as Survey)-Loan Policy Only or TIBOP-PA Endorsement 1271 (Same as Survey)-Owner's Policy Only
South Carolina
Tennessee
Virginia
West Virginia

ALTA 25.1-06 – SAME AS PORTION OF SURVEY

Background

The purpose of the ALTA Endorsement 25.1-06 Same as Portion of Survey (10-16-08) is to provide similar coverage to the ALTA 25-06 Endorsement to the lender and the owner. However, the ALTA 25.1-06 is utilized when the survey contains more Land than what is insured under the policy.

Requirements

In order to provide this coverage, the Company will request a copy of the survey to be referenced so that they may confirm the legal description to be utilized in the policy is consistent with the calls and distances reflected on the referenced survey.

Usage

Use of this Endorsement is approved for use with the ALTA Policies upon favorable examination of survey.

Form

The ALTA 25.1-06 can only be used with the ALTA Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 25.1-06 may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Florida (use Survey End: Florida)
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 25.1-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
New Jersey (use the NJRB 5-126)
New York (use this TIRSA Land Same as Survey Endorsement)
Ohio (use this ALTA 25.1-06)

South Carolina
Tennessee
Virginia
West Virginia

Kentucky Survey Endorsement for Residential Transactions

Background

If the Company is not provided with a current satisfactory survey, and if the property does not qualify for the Survey Coverage Without a New Survey alternative the Company can, upon request and the payment of the applicable premium, the agent may extend survey coverage via the issuand of the KY-300 mortgagee survey coverage endorsement on the lender's policy.

When issuing the ALTA Short Form Loan Policy, if the property does not qualify for Survey Coverage Without a New Survey alternative, and if the customer does not request and pay for the KY-300 endorsement, the S-11-06 exception must appear as an exception on the Addendum to the Short Form Loan Policy.

Requirement

Place the following exception on the commitment and the owner's/lender's policies:

S-11-06 (KY) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land. Paragraph 2 (c) of the Covered Risks is hereby deleted.

Note: Upon payment of the premium for the KY-300 (Mortgagee Policy Survey Coverage) endorsement this exception will be deleted.

Usage

Use of this Endorsement is approved as needed.

Form

Unless otherwise noted, the Endorsement Form KY-300 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Kentucky

TIRSA SURVEY ENDORSEMENT (LOAN POLICY) (1-4 FAMILY)

Background

Used in New York, this endorsement provides survey coverage to the Lender on residential property only.

Usage

Use of this Endorsement is approved as needed.

Form

Unless otherwise noted, the Endorsement Form TIRSA Survey Endorsement (Loan Policy) (1-4 Family) may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s): **New York**

Survey Exception (Mortgagee & Owners) - Pennsylvania

Background

This endorsement has the effect of insuring without exception to matters discoverable by survey (except as might be specifically noted) and will further insure against loss or damage by reason of encroachment other than by party walls, either of the building on the mortgaged premises encroaching upon adjacent property, or of any building on adjacent property encroaching on the mortgaged premises.

Usage

For the Loan Policy use the TIRBOP-PA Endorsement 300 (Mortgage Survey Exception)-Loan Policy Only and for the Owner's Policy use the TIRBOP-PA Endorsement 301 (Owner's Survey Exception)-Owner's Policy Only. Use of this Endorsement is approved as needed.

Form

Unless otherwise noted, the above Endorsement Forms may be COPIED for use or may be computer generated.

SPECIAL INSTRUCTIONS: Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Pennsylvania

Tax

ALTA 18-06: Single Tax Parcel

Background

Typically, in commercial transactions, the insured(s) and their counsel(s) desire coverage against loss or damage sustained by reason of the tax parcel including more or less land than what is insured in Schedule A of the policy. The ALTA Endorsement 18-06 Single Tax Parcel (11-03-06) was created to address this coverage need.

Requirements

Make the following requirement on all transactions:

ALTA18 Upon receipt of evidence satisfactory to the Company that the Land has been assigned a separate identified tax parcel number, the ALTA 18-06 – Single Tax Parcel Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [loan/owner's] policy.

Usage

The ALTA 18-06 may be used with a Loan Policy or an Owner's Policy for commercial or residential transactions. When issuing the ALTA 18-06, no "blanks" need to be completed to give the endorsement.

In order to provide the ALTA 18-06, the title insurance company may require verification from the tax assessor's office that the insured property is a separate, identifiable tax parcel and not part of a larger tax parcel.

Form

The ALTA 18-06 can only be used with the ALTA Policies.

Unless otherwise noted, the Endorsement Form ALTA 18-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 18-06)
Maryland
Michigan
Minnesota
Mississippi

Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 18-06)
Pennsylvania (use PA 1230)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 18.1-06 – Multiple Tax Parcel

Background

ALTA also developed the ALTA Endorsement 18.1-06 Multiple Tax Parcel (06-17-06) for property with multiple tax parcels insured in Schedule A of the policy. Not only does the ALTA 18.1-06 give coverage to the Insured against loss or damage because of the multiple tax parcels not being assessed for real estate tax purposes under the listed tax identification numbers, it also gives extended coverage to the Insured if the easements (if any) listed in Schedule A are cut off or disturbed by the non-payment of real estate taxes or assessments against the servient estate.

Requirements

Make the following requirement on all transactions:

ALTA18.1 Upon receipt of evidence satisfactory to the Company that each parcel of Land has been assigned separate tax parcel numbers for Ad Valorem tax purposes and verification that all real estate taxes, levies and assessments on any easement described in Schedule A are paid in full, the ALTA 18.1-06 – Multiple Tax Parcel Endorsement in the form attached hereto, but completed as appropriate, will be attached to the ^ [loan/owner's] policy.

Usage

Similar to the ALTA 18-06, the ALTA 18.1-06 may be used with an ALTA Loan or Owner's Policy for commercial or residential transactions.

When issuing the ALTA 18.1-06, the insured parcels along with their respective tax parcel identification numbers must be reflected on said endorsement. In order to give the ALTA 18.1-06, the title insurance company may require verification from the tax assessor's office that the insured property is identified as multiple parcels along with their tax parcel identification numbers. Furthermore, a determination must be made that real estate taxes and/or assessments against the servient estate were paid.

Form

The ALTA 18.1-06 can be used with the ALTA Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 18.1-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas (use this ALTA 18.1-06)
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 18.1-06)

Maryland
Michigan
Minnesota (use this ALTA 18.1-06)
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use NJRB 5-118 – ALTA 18.1-06)
North Carolina
Ohio (use this ALTA 18.1-06)
Pennsylvania (use PA-1240)
South Carolina
Tennessee
Virginia
West Virginia

TIRSA Tax Parcel Endorsement – Single Lot

Background

Typically, in commercial transactions, the Insured(s) and their counsel(s) desire coverage against loss or damage sustained by reason of the tax parcel including more or less land than what is insured in Schedule A of the policy.

Requirement

Make the following requirement on all transactions:

TaxParcel-S Upon receipt of evidence satisfactory to the Company that the Land has been assigned a separate identified tax parcel number, the TIRSA Tax Parcel Endorsement-Single Lot in the form attached hereto, but completed as is appropriate, will be attached to the loan policy.

Usage

The *TIRSA Tax Parcel Endorsement – Single Lot* endorsement may only be used with a Loan Policy for commercial or residential transactions.

When issuing the *TIRSA Tax Parcel Endorsement – Single Lot*, no "blanks" need to be completed to give the endorsement.

In order to provide the *TIRSA Tax Parcel Endorsement – Single Lot*, the title insurance company may require verification from the tax assessor's office that the insured property is a separate, identifiable tax parcel and not part of a larger tax parcel.

Form

Unless otherwise noted, the Endorsement Form TIRSA Tax Parcel Endorsement (Single Lot)-Loan Policy may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

New York

TIRSA Tax Parcel Endorsement – More Than One Lot

Background

Typically, in commercial transactions, the Insured(s) and their counsel(s) desire coverage against loss or damage sustained by reason of the tax parcel including more or less land than what is insured in Schedule A of the policy.

The *TIRSA Tax Parcel Endorsement – More Than One Tax Lot Endorsement* is for property with multiple tax parcels insured in Schedule A of the policy.

Requirement

Make the following requirement on all transactions:

TaxParcelM Upon receipt of evidence satisfactory to the Company that each parcel of Land has been assigned separate tax parcel numbers for Ad Valorem tax purposes and verification that all real estate taxes, levies and assessments on any property described in Schedule A are paid in full, the TIRSA Tax Parcel Endorsement-More Than One Tax Lot Endorsement in the form attached hereto, but completed as appropriate, will be attached to the loan policy.

Usage

The *TIRSA Tax Parcel Endorsement – More Than One Tax Lot Endorsement* may only be used with a Loan Policy for commercial or residential transactions.

When issuing the *TIRSA Tax Parcel Endorsement-More Than One Tax Lot Endorsement*, no "blanks" need to be completed to give the endorsement.

To provide the *TIRSA Tax Parcel Endorsement – More Than One Tax Lot Endorsement*, the title insurance company may require verification from the tax assessor's office that the insured property is identified as multiple parcels along with their tax parcel identification numbers.

Form

Unless otherwise noted, the Endorsement Form TIRSA Tax Parcel Endorsement (More than One)-Loan Policy may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

New York

Usury

ALTA 27-06 – USURY

Background

The ALTA Endorsement 27-06 Usury (10-16-08) provides coverage against loss or damage which the Insured lender may sustain because of the invalidity or unenforceability of the Insured Mortgage because the loan secured by the Insured Mortgage violates the usury law of the state where the Land is located.

The ALTA 27 [2021 v. 01.00 (07-01-2021)] revised the ALTA 27-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 27 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 27-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirements

To obtain this endorsement, the Company requires that the interest rate or terms of the loan qualify for an express exemption from the applicable usury statutes and/or that the certifying attorney opine as to the usury statutes governing in the states where the property is located, where the borrower is located and where the lender is located.

Usage

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 27-06 can be used with the ALTA Loan Policies only.

Unless otherwise noted, the Endorsement Form ALTA 27-06 may be COPIED for use or may be computer generated.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 27-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire

North Carolina
Ohio (use this ALTA 27-06)
South Carolina
Tennessee
Virginia
West Virginia

Water

ALTA 41-06 – WATER – BUILDINGS

Background

The ALTA Endorsement 41-06 Water – Buildings (12-02-13), provides the Insured with coverage against loss or damage by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

"Improvement" is defined in the endorsement as a building on the Land at Date of Policy.

Underwriting Guidelines:

When a title exam is being relied upon, obtain and review all applicable recorded documents relating to water rights. Documents must be reviewed to ensure the following guidelines are met prior to issuing the endorsement:

1. the grant or reservation relating to water rights must exclude the right to use the surface of the Land; or
2. the grant or reservation relating to water rights must include a restriction on exercising the rights contained therein within a defined distance from the existing Improvements.

NOTE: If the recorded instrument(s) do not meet the guidelines above, contact an attorney of the Company for direction for the issuance of this endorsement.

Requirements

The following applies to transactions that are Attorney Certified:

The ALTA 41-06 may be issued upon request and fulfillment of the following requirement:

ALTA41 Upon receipt of:

(a) Certification that the grant or reservation for the extraction or development of water rights does not include any right to use the surface of the Land; or
(b) Certification that any recorded grant or reservation for the extraction or development of water rights includes a restriction on exercising rights within a defined distance from the improvements.

The ALTA 41-06 Water – Buildings (12/2/2013) Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [loan/owner's] policy.

Form

The ALTA 41-06 can only be used with the ALTA Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 41-06 may be COPIED for use or may be computer generated.

Special Instructions:

Indicate in Paragraph 4. c. any interest excepted from the description of Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 41-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
South Carolina
Tennessee
Virginia
Wisconsin
West Virginia

ALTA 41.1-06 – WATER – IMPROVEMENTS

Background

The ALTA 41.1-06 (Water – Improvements (12/2/2013)) Endorsement, provides the Insured with coverage against loss or damage by reason of the enforced removal or alteration of any Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

"Improvement" is defined in the endorsement as, a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction, obtain and review all applicable recorded documents relating to water rights. Documents must be reviewed to ensure the following guidelines are met prior to issuing the endorsement:

1. the grant or reservation relating to water rights must exclude the right to use the surface of the Land; or
2. the grant or reservation relating to water rights must include a restriction on exercising the rights contained therein within a defined distance from the existing Improvements; and
3. Receipt of a current and satisfactory survey showing the Improvements including any building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb.

NOTE: If the recorded instrument(s) do not meet the guidelines above, contact an attorney of the Company for direction for the issuance of this endorsement.

Requirements

The following requirement applies to transactions that are Attorney Certified:

ALTA41.1 Upon receipt of:

(a) Certification that the grant or reservation for the extraction or development of water rights does not include any right to use the surface of the Land; AND
(b) Improvements described in the instrument encompass improvements located on the Land at Date of Policy.
(c) Receipt of a current and satisfactory survey showing all improvements (including a building or structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb), easements, and setback lines; AND
(d) Certification that any grant or reservation for the extraction or development of water rights includes a restriction on exercising rights within a specified zone surrounding the improvements including a

building or structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and by law constitutes real property.

The ALTA 41.1-06 Water – Improvements (12/2/2013) Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [loan/owner's] policy.

Form

The ALTA 41.1-06 can be used with the ALTA Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 41.1-06 may be COPIED for use or may be computer generated.

Special Instructions

Indicate in Paragraph 4. c. any interest excepted from the description of Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 41.1-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
South Carolina
Tennessee
Virginia
Wisconsin
West Virginia

ALTA 41.2-06 – WATER – DESCRIBED IMPROVEMENTS

Background

The ALTA Endorsement 41.2-06 Water – Described Improvements (12-02-13), provides the Insured with coverage against loss or damage by reason of the enforced removal or alteration of a listed Improvement resulting from the future exercise of any right existing at Date of Policy to use the surface of the Land for the extraction or development of water excepted from the description of the Land or excepted in Schedule B.

“Improvement” is defined in the endorsement as each improvement on the Land at Date of Policy itemized on the endorsement.

Underwriting Guidelines:

When a title exam is being relied upon for underwriting the transaction, obtain and review all applicable recorded documents relating to water rights. Documents must be reviewed to ensure the following guidelines are met prior to issuing the endorsement:

1. The grant or reservation relating to water rights must exclude the right to use the surface of the Land; or
2. The grant or reservation relating to water rights must include a restriction on exercising the rights contained therein within a defined distance from the existing Improvements; and
3. Receipt of a current and satisfactory survey showing improvements for which coverage under the endorsement is to be provided; and
4. Improvements described in the endorsement must be Improvements located on the Land at Date of Policy.

NOTE: If the recorded instrument(s) do not meet the guidelines above, contact an attorney of the Company for direction for the issuance of this endorsement.

Requirements

The following requirement applies to transactions that are Attorney Certified:

ALTA41.2 Upon receipt of:

(a) Certification that the grant or reservation for the extraction or development of water rights does not include any right to use the surface of the Land;
(b) Improvements described in the instrument encompass improvements located on the Land at Date of Policy;
(c) Receipt of a current and satisfactory survey showing all improvements to be listed in the endorsement; AND
(d) Certification that any grant or reservation relating to water rights includes a restriction on exercising rights within a specified zone surrounding the improvements to be listed in the endorsement.

The ALTA 41.2-06 Water – Described Improvements (12/2/2013) Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [loan/owner's] policy

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 41.2-06 can be used with the ALTA Loan and/or Owner's Policy of Title Insurnace.

Unless otherwise noted, the Endorsement Form ALTA 41.2-06 may be COPIED for use or may be computer generated.

Special Instructions

Improvements reported on the survey that are intended to be covered under the endorsement must be listed under Paragraph 2.

Indicate in Paragraph 4. c. any interest excepted from the description of Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 41.2-06)
Maryland
Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
South Carolina
Tennessee
Virginia
Wisconsin
West Virginia

ALTA 41.3-06 – WATER – LAND UNDER DEVELOPMENT

Background

The ALTA Endorsement 41.3-06 Water – Described Improvements (12-02-13), provides the owner or lender with coverage against loss of damage to the existing or future buildings, surface structure, paved road, walkway, parking area, driveway or curb resulting from the use of the surface of the land for the extraction or development of water excepted from the legal description or excepted in Schedule B of the policy.

As to this endorsement, the term "Improvement" is defined as a building, structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, excluding any crops, landscaping, lawn, shrubbery, or trees.

The term "Future Improvement" is defined as a building, structure, and any paved road, walkway, parking area, driveway, or curb, to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constituted real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

The term, "Plan" is defined as a survey, site and elevation plan or other descriptions or drawings prepared by an architect or engineer. Receipt of these plans or drawings is necessary in order to issue the endorsement.

Underwriting Guidelines

When a title exam is being relied upon for underwriting the transaction, obtain and review all applicable recorded documents relating to water rights. Documents must be reviewed to ensure the following guidelines are met prior to issuing the endorsement:

1. the grant or reservation relating to water rights must exclude the right to use the surface of the land; or
2. the grant or reservation relating to water rights must include a restriction on exercising the rights contained therein within a defined distance from the existing improvements or improvements to be constructed on the land in accordance with the Plan; and
3. Verify that the Improvements located on the land as of the date of the policy and the future improvements to be constructed on the land are within the defined area.

Requirements

To issue this endorsement the underwriter must obtain a copy of all recorded instruments showing the reservation of water rights, wells, ditches, canals or other documents that suggest the extraction or development of water and make the following requirement:

S41.3 Receipt of a satisfactory up-to-date survey of the property showing all improvements, easements, and setback lines; and receipt of the architect or engineer's site and elevation plans showing the Improvements to be constructed or affixed to the Land.

The following requirement applies to transactions that are Attorney Certified:

ALTA41.3 Upon receipt of:

(a) The architect or engineer's site and elevation plans showing the improvements to be constructed or affixed to the Land;
(b) Certification that any grant or reservation relating to water rights includes a restriction on exercising rights within a specified zone surrounding the improvements or any improvements to be constructed pursuant to the architect or engineer's site and elevation plans; AND
(c) Receipt of a current and satisfactory survey showing all improvements (including a building or structure located on the surface of the Land, and any paved road, walkway, parking area, driveway, or curb), easements, and setback lines.

The ALTA 41.3-06 Water - Land Under Development (12/2/2013) Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ [Owner/Loan] Policy of Title Insurance.

USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.

Form

The ALTA 41.3-06 can be used with the ALTA Loan and/or Owner's Policy of Title Insurnace.

Unless otherwise noted, the Endorsement Form ALTA 41.3-06 may be COPIED for use or may be computer generated.

Special Instructions

Paragraph 2. c. must show the name of the architect or engineer, revision dates to the plans, the project name and the amount of sheets that make up the plans;

Indicate in Paragraph 4. c. any interest excepted from the description of Land in Schedule A or excepted in Schedule B that you intend to exclude from this coverage.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 41.3-06)
Maryland

Michigan
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
South Carolina
Tennessee
Virginia
Wisconsin
West Virginia

Zoning

ALTA 3-06: ZONING

Background

Under Paragraph 1 of the Exclusions From Coverage in the ALTA Owner's and Loan policies, the policy expressly exclude from coverage any loss or damage resulting from the violation of any zoning ordinances. Thus, the purpose of an ALTA Endorsement 3 Zoning, applicable to unimproved property, is to provide the Insured with protection against loss or damage resulting from the contemplated or existing use of the property being in violation of the zoning ordinance.

The zoning endorsements set forth the zoning classification of the insured property. Additionally, the endorsements specify which uses are permitted under the applicable zoning classification. The language contained in the zoning endorsement specifically insures the Insured against "loss or damage sustained in the event that, at Date of Policy … according to applicable zoning ordinances and amendments thereto, the land is not classified Zone ^."

The ALTA [2021 v. 01.00 (07-01-2021)] revised the ALTA 3-06 endorsement to conform language to the 2021 ALTA Loan Policy. The new ALTA 3 should be issued in conjunction with the 2021 ALTA Loan Policy while the ALTA 3-06 endorsements should continue to be issued with the 2006 ALTA Loan Policy until the 2006 versions are decertified.

Requirement

To obtain this special endorsement, the certifying attorney must provide the title insurance company with his certification as to the applicable zoning ordinance and the permitted uses. A zoning letter from the governing municipality or authority that has jurisdiction over the zoning of the insured property and which sets forth all of this information, is equally acceptable and sufficient. The endorsement may be used for either Loan or Owner's Policies.

Make the following requirement on all transactions:

ALTA3 Upon receipt of

(a) attorney certification OR
(b) a zoning letter from the governing municipality or authority that has jurisdiction over the zoning of the Land, which certification or letter sets forth the applicable zoning ordinance and the permitted uses,

The ALTA 3-06 Zoning Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ (Owner's or Loan) policy.

There may be an additional charge for the zoning endorsement: check state rate filing.

Usage

Use of this Endorsement is approved upon receipt of the above requirement.

Form

The ALTA 3-06 can be used with the 2006 ALTA Loan or Owner's Policy of Title Insurance. The ALTA 3 can be used with the ALTA Loan and/or Owner's Policy of Title Insurance.

Unless otherwise noted, the Endorsement Form ALTA 3-06: Zoning may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 3: Zoning may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 3-06)
Maryland
Michigan
Minnesota
Mississippi
Missouri
Nebraska
New Hampshire
New Jersey (use the NJRB 5-87)
North Carolina
Ohio (use this ALTA 3-06)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 3.1: ZONING – COMPLETED STRUCTURE

Background

Under Paragraph 1 of the Exclusions From Coverage in the ALTA Owner's and Loan policies, the policy expressly exclude from coverage any loss or damage resulting from the violation of any zoning ordinances. Thus, the purpose of an ALTA Endorsement 3.1-06 Zoning Completed Structure, applicable only to improved property, is to provide the Insured with protection against loss or damage resulting from the contemplated or existing use of the property being in violation of the zoning ordinance.

The zoning endorsements set forth the zoning classification of the insured property. Additionally, the endorsements specify which uses are permitted under the applicable zoning classification. The language contained in the zoning endorsement specifically insures the Insured against "loss or damage in the event that, at Date of Policy … according to applicable zoning ordinances and amendments thereto, the land is not classified Zone ^."

The ALTA 3.1 [2021 v. 01.00 (07-01-2021)] revised the ALTA 3.1-06 endorsement to conform language to the 2021 ALTA Policy. The new ALTA 3.1 should be issued in conjunction with the 2021 ALTA Policy while the ALTA 3.1-06 endorsements should continue to be issued with the 2006 ALTA Policy until the 2006 versions are decertified.

Requirements

To obtain the ALTA 3.1 or 3.1-06, the certifying attorney must provide the title insurance company with his certification as to the applicable zoning ordinance, the permitted uses, and the current use of the property, if improved. A zoning letter from the governing municipality or authority that has jurisdiction over the zoning of the insured property and which sets forth all of this information, is equally acceptable and sufficient. The endorsement may be used for either Loan or Owner's Policies.

Make the following requirement on all transactions:

ALTA3.1 Upon receipt of

(a) attorney certification OR
(b) a zoning letter from the governing municipality or authority that has jurisdiction over the zoning of the Land, which certification or letter sets forth the applicable zoning ordinance and the permitted uses and confirms that the Land is in compliance [with all requirements, including the required number of parking spaces]

The ALTA 3.1 Zoning Completed Structure With Parking Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ (Owner's or Loan) policy.

There may be an additional charge for the zoning endorsement: check state rate filing.

Usage

Use of this Endorsement is approved upon receipt of the above ***requirements***.

Form

The ALTA Form 3.1-06 can be used with the 2006 ALTA Loan and/or Owner's Policy of Title Insurnace.

The ALTA Form 3.1 can be used with the 2021 ALTA Loan and/or Owner's Policy of Title Insurnace.

Unless otherwise noted, the Endorsement Form ALTA 3.1-06: Zoning – Completed Structure may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 3.1: Zoning – Completed Structure may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas (use this ALTA 3.1-06)
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 3.1-06)
Maryland
Michigan
Minnesota (use this ALTA 3.1-06)
Mississippi
Missouri
Nebraska
New Hampshire
North Carolina
Ohio (use this ALTA 3.1-06)
South Carolina
Tennessee
Virginia
West Virginia

ALTA 3.2 ZONING - LAND UNDER DEVELOPMENT

Background

Under Paragraph 1 of the Exclusions from Coverage in the ALTA Owner's and Loan policies, the policy expressly exclude from coverage any loss or damage resulting from the violation of any zoning ordinances. Customers sometimes request Zoning Coverage related to compliance of proposed improvements shown on a site and elevation plan for a construction project in progress. The ALTA Endorsement 3.2-06 Zoning – Land Under Development is designed to meet this need.

The ALTA 3.2-06 has three defined terms in the endorsement, "Improvement", "Plans" and "Zoning Ordinance". In order to afford the coverage under this endorsement, the customer must provide the site and elevation plan in order to confirm that the proposed improvements will comply with the applicable zoning ordinances. The term "Plan" in the endorsement has blanks which must be completed with the applicable information form the site and elevation plans provided. Additionally, the endorsement sets forth the zoning classification of the insured property and specifies which uses are permitted under the applicable zoning classification.

The ALTA 3.2 [2021 v. 01.00 (07-01-2021)] revised the ALTA 3.2-06 endorsement to conform language to the 2021 ALTA Policy. The new ALTA 3.2 should be issued in conjunction with the 2021 ALTA Policy while the ALTA 3.2-06 endorsements should continue to be issued with the 2006 ALTA Policy until the 2006 versions are decertified.

Requirements

ALTA 3.2 Upon receipt and review of a letter or building permit from the applicable zoning authority, or surveyor certification as to

(a) the zoning classification and authorized use;
(b) compliance of existing and proposed improvements with the zoning ordinance, AND
(c) compliance with zoning requirements for the requisite number of parking spaces,

The ALTA 3.2 Zoning Land Under Development Endorsement in the form attached hereto, but completed as is appropriate, will be attached to the ^ (Owner's or Loan) policy.

The zoning letter should state that existing improvements comply with (a) area, width or depth of the land as a building site, (b) floor space area of the improvements, (c) setback of the structure(s), (d) height of the structure(s), and (e) number of parking spaces.

Receipt and review of a satisfactory survey. The survey must show an overlay of the proposed improvements and show the site and elevation plans made by the architect or engineer (the Plans).

Receipt and review of applicable zoning ordinance.

If possible, the survey or architect should state the applicable zoning classification and number of parking spaces and state the existing and proposed improvements comply with (a) area, width or depth of the land as a building site, (b) floor space area of the improvements, (c) setback of the structure(s), (d) height of the structure(s), and (e) number of parking spaces.

There may be an additional charge for the zoning endorsement: check state rate filing.

Usage

Paragraph 1.b. should be completed and reference the name of the architect or engineer, the date of the plans, any revision date, the name of the project and the number of sheets.

Paragraph 2.a. should be completed with a reference to the specific zoning classificiation.

Paragraph 2.b. should list the specific uses authorized under the applicable zoning classification.

Use of this Endorsement is approved upon receipt of the above ***requirements***.

Form

The ALTA 3.2-06 can be used with the 2006 ALTA Loan and/or Owner's Policy of Title Insurnace.

The ALTA 3.2 can be used with the 2021 ALTA Loan and/or Owner's Policy of Title Insurnace.

Unless otherwise noted, the Endorsement Form ALTA 3.2-06 Zoning – Land Under Development may be COPIED for use or may be computer generated.

Unless otherwise noted, the Endorsement Form ALTA 3.2 Zoning – Land Under Development may be COPIED for use or may be computer generated.

Special Instructions

Complete the blanks.

States where available for use

The above endorsement may only be used in the following state(s):

Alabama
Arkansas
District of Columbia
Georgia
Illinois
Indiana
Kentucky
Louisiana (use this ALTA 3.2-06)
Maryland
Michigan
Mississippi
Missouri

Nebraska
New Hampshire
New Jersey (use NJRB 5-137)
North Carolina
Ohio (use this ALTA 3.2-06)
South Carolina
Tennessee
Virginia
West Virginia

Legacy Endorsements

These are Endorsements that are no longer offered by the Company and may have been replaced with a 2006 version. The information in this section is for reference only and is not intended to provide underwriting instructions.

ALTA Endorsements

ALTA 1 – Street Assessments

The pre-2006 version of the ALTA 1: Street Assessments endorsement can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. For MI use MI-324 and for WI use this ALTA 1. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida**

ALTA 2 – Truth-In-Lending / CLTA 125

The pre-2006 version of the ALTA 2: Truth in Lending endorsement can be use only when requested for a Loan or Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. For FL and WI, use this ALTA 2. For MI, use MI-373. The ALTA 2 and CLTA 125 are identical. CLTA 125 is not included; ALTA 2 is the Company preferred form.

ALTA 3 – Zoning

The pre-2006 version of the ALTA 3 can be use only when requested for a Loan or Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. For WI, use this ALTA 3. For MI, use MI-375. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida**

ALTA 3.1 – Zoning – Completed Structure / CLTA 123.2

The pre-2006 version of the ALTA 3.1 can be use only when requested for a Loan or Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. For WI, use this ALTA 3.1. For MI, use MI-376. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida.** ALTA Endorsement 3.1 and CLTA 123.2 are identical. CLTA 123.2 is not included; ALTA 3.1 is the Company preferred form.

ALTA 4 – Condominium

The pre-2006 version of the ALTA 4: Condominium can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. In FL and WI use this ALTA 4. ALTA 4 and CLTA 115.1 are identical; the Company prefers to use ALTA 4.

ALTA 4.1 – CONDOMINIUM

The pre-2006 version of the ALTA 4.1 Condominium Endorsement can only be used when requested for a non-2006 Loan Policy of title insurance in the following states:

Louisiana – Note, the LATISSO has filed the ALTA 4.1 for use with an Owner's Policy.
Michigan (use MI-330)
Ohio – Note, the OTIRB has filed the ALTA 4.1 for use with an Owner's Policy.

ALTA 5 – PLANNED UNIT DEVELOPMENT (PUD)/CLTA 115.2

The pre-2006 version of the ALTA 5: Planned Unit Development (PUD) can be use donly when requested for a non-2006 Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. For FL andf WI, use this ALTA 5. CLTA 115.2 is identical to ALTA 5. CLTA 115.2 is not included; ALTA 5 is the Company preferred form.

ALTA 6 – VARIABLE RATE MORTGAGE (CLTA 111.5)

The pre-2006 version of the ALTA 6 (Variable Rate Mortgage) Endorsement can be used when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV; for FL and WI (use this ALTA 6)

ALTA 6.1 – VARIABLE RATE MORTGAGE – REGULATIONS /CLTA 111.6

The ALTA 6.1 was not replaced and/or updated with the introduction of the 2006 Endorsements. The ALTA 6.1 is infrequently used or requested. This can be used when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV; for FL use this ALTA 6.1 and for WI use this ALTA 6.1

ALTA 6.2 – VARIABLE RATE MORTGAGE – NEGATIVE AMORITZATION (CLTA 111.8)

The pre-2006 version of the ALTA 6.2 (Variable Rate Mortgage – Negative Amortization) Endorsement can be used when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, WV; for FL and WI (use this ALTA 6.2)

ALTA 7 – MANUFACTURED HOUSING UNIT

The pre-2006 version of the ALTA 7 or CLTA 116.5 / Manufactured Housing can be used only when requested for a non-2006 ALTA Policy in the following states: AL, AR, GA, IL, IN, KY, LA, Md, MI, MN, MS, MO, Ne, NC, OH, SC, TN, VA, WV. For FL and WI, use this ALTA 7. CLTA Form 116.5 is the same as ALTA 7; ALTA 7 is the Company preferred form.

ALTA 7.1 – MANUFACTURED HOUNSING UNIT – CONVERSION

The pre-2006 version of the ALTA 7.1 can be used only when requested for a non-2006 ALTA Policy in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, Ne, NC, OH, SC, TN, VA, and WV.

ALTA 7.2 – Manufactured Hounsing Unit – Conversion; Owner's

The pre-2006 version of the ALTA 7.2 can be used only when requested for a non-2006 ALTA Policy in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, Ne, NC, OH, SC, TN, VA, and WV.

ALTA 8.1 – Environmental Protection Lien

The pre-2006 version of the ALTA 8.1 can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. For FL use this ALTA 8.1. For LA use this ALTA 8.1 - LA. For MI use this MI-344 w/State statutes; or MI-344a blank as to State statutes. For NJ use this NJRB 5-17. For WI use this WI-145-88. ALTA 8.1 is identical to CLTA 110.9. CLTA 110.9 is not printed nor included; ALTA 8.1 is the Company preferred form.

ALTA 9 – Restrictions, Encroachmments, Minerals

The pre-2006 version of the ALTA 9: Restrictions, Encroachments, Minerals can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. The pre-2006 version of the Florida Endorsement Form 9 excludes damage to lawns, shrubbery or trees; all other endorsements INCLUDE such damage. *See* item 3 in said Endorsement.

ALTA 9.1 – Restrictions, Encroachmments, Minerals – Owner's Policy; Unimproved Land

The pre-2006 version of the ALTA 9.1 can be used only when requested for a non-2006 Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. The coverage of paragraph 2 is not available in Oklahoma; said coverage is also not available in Kansas or Missouri if surface rights for mineral development of severed mineral interests have not been waived. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida, New Mexico, and Texas**

ALTA 9.2 – Covenants, Conditions and Restrictions – Improved Land – Owner's Policy

The pre-2006 version of the ALTA 9.2 can be used only when requested for a non-2006 Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, WV. The coverage of paragraph 2 is not available in Oklahoma; said coverage is also not available in Kansas or Missouri if surface rights for mineral development of severed mineral interests have not been waived. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida, New Mexico, and Texas**

ALTA 9.3-06 – Restrictions, Encroachmments, Minerals

The 2006 version of the ALTA 9.3 can be used only when requested for a 2006 Owner's Policy of Title Insurance issued prior to the 2012 changes in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, WV.

ALTA 9.4 – Restrictions, Encroachments, and Minerals – Owner's Policy– Unimproved Land

The ALTA 9.4: Restrictions, Encroachments, Minerals – Owner's Policy – Unimproved Land has been withdrawn by ALTA and is no longer offered by the Company.
The ALTA 9.4-06: Restrictions, Encroachments, Minerals –Owner's Policy – Unimproved Land has been withdrawn by ALTA and is no longer offered by the Company.

ALTA 10 – Assignment

The pre-2006 version of the ALTA 10: Assignment Endorsement can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. In MI use the MI-326. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida**

SPECIAL INSTRUCTIONS: Complete the blanks: (1) assignee's name, (2a) recite the assignment, including recording information; and (2b) enter "none" if a search reveals no partial or full reconveyance, release or discharge of the lien of the originally insured deed of trust (mortgage). The Date of Endorsement should be the same as the new examination date. CLTA 104.1 is SIMILAR to ALTA 10.

ALTA 10.1 – Assignment and Date Down

The pre-2006 version of the ALTA 10.1: Assignment and Date Down Endorsement can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MN, MS, MO, NE, NC, OH, SC, TN, VA, WV. In MI use the MI-327.
NOTE: this endorsement is specifically prohibited for use in the following states: Florida

SPECIAL INSTRUCTIONS: Complete the blanks: (1) assignee's name, (2a) recite the assignment, including recording information; 2(b), 2(c), and 2(d) enter exceptions discovered during the new search period which differ from the original coverage; and (2e) enter "none" if a search reveals no partial or full reconveyance, release or discharge of the lien of the originally insured deed of trust (mortgage). The Date of Endorsement should be the same as the new examination date. CLTA Form 104 is SIMILAR to ALTA 10.1.

ALTA 11 – Mortgage Modification

The pre-2006 version of the ALTA 11 can be used only when requeted for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV.

ALTA 12 – Aggregation

The pre-2006 version of the ALTA 12 (Aggregation) Endorsement can be used when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV; for FL transactions this is only available on intra-Florida property.

ALTA 13 – Leasehold – Owner's

The pre-2006 version of the ALTA 13 can be used only when requested for a non-2006 Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MO, NE, NC, OH, SC, TN VA and WV. For FL, use this ALTA 13.

ALTA 13.1 – Leasehold – Loan

The pre-2006 version of the ALTA 13.1 can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MO, NE, NC, OH, SC, TN VA and WV. For FL use this ALTA 13.1.

ALTA 14 Series – Future Advance Endorsements

The pre-2006 version of the ALTA 14 (Future Advance – Priority) Endorsement can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, KR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV.

The pre-2006 version of the ALTA 14.1 (Future Advance – Knowledge) Endorsement can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV.

The pre-2006 version of the ALTA 14.2 (Future Advance – Knowledge) Endorsement can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV.

The pre-2006 version of the ALTA 14.3 (Future Advance – Reverse Mortgage) Endorsement can be used only when requested for a non-2006 Loan Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV.

ALTA 15 Series – Non-Imputation Endorsements

The pre-2006 version of the ALTA 15 can be use donly when requested for a non-2006 Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida**

The pre-2006 version of the ALTA 15.1 can be use donly when requested for a non-2006 Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida**

The pre-2006 version of the ALTA 15.2 can be use donly when requested for a non-2006 Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV. **NOTE: this endorsement is specifically prohibited for use in the following states: Florida**

ALTA 16 – Mezzanine Financing

The pre-2006 version of the ALTA 16 can be used only when requested for a non-2006 Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, and VA.

ALTA 17 Series – Access Endorsements

The pre-2006 version of the ALTA 17 (Access and Entry) endorsement can only be used when requested for a non-2006 Policy of Title Insurance (Lender's or Owner's) in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA and WV.

The pre-2006 version of the ALTA 17.1 (Indirect Access and Entry) endorsement can only be used when requested for a non-2006 Policy of Title Insurance (Lender's or Owner's) in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV.

ALTA 18 Series – Tax Parcel Endorsements

The pre-2006 version of the ALTA 18 can be use only when requested for a Loan or Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV.

The pre-2006 version of the ALTA 18.1 can be use only when requested for a Loan or Owner's Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN, VA, and WV.

ALTA 19 Series – Contiguity Endorsements

The pre-2006 version of the ALTA 19 (Contiguity – Multiple Parcels) Endorsement can be used only when requested for a non-2006 Loan Policy of Title Insurance and non-2206 Owner's Policy of Title Insurance in the following states: AL, AK, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NE, NC, OH, SC, TN VA and and WV. **SPECIAL INSTRUCTIONS:** Complete the blanks.

The pre-2006 version of the ALTA 19.1 Endorsement (Contiguity-Single Parcel) may be used only when requested with either a non-2006 Loan and/or Owner's policy in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MS, MO, NC, OH, SC, TN, VA, and WV.

ALTA 20 – First Loss

The pre-2006 version of the ALTA 20 Endorsement can only be used when requested for a non-2006 Loan Policy of Title Insurance on a commercial transaction in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MS, MO, NE, NC, OH, SC, TN, and WV.

ALTA 22 Series – Location Endorsements

The pre-2006 version of the ALTA 22 and ALTA 22.1 can be used only when requested for a non-2006 Policy of Title Insurance in the following states: AL, AR, GA, IL, IN, KY, LA, MD, MI, MN, MO, MS, NE, NC, OH, SC, TN VA and and WV.

CLTA Endorsements

CLTA 100.12: Right of Enforcement - CC&R is Ineffective

Used primarily with ALTA Loan Policies, the CLTA 100.12: Right of Enforcement – CC&R is Ineffective assures a lender that existing covenants, conditions and restrictions do not contain any enforceable reverter, right of re-entry or right or power of termination. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-337), MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.13: Show Upkeep Assessments Subordinate

The CLTA 100.13: Show Upkeep Assessments Subordinate assures the lender that the lien of any assessment levied prior to the acquisition of title is and will be subordinate to the insured deed of trust (mortgage). This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-325), MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.2: Improved Property / Restrictions, Encroachments & Minerals

The CLTA 100.2: Improved Property/Restrictions, Encroachments & Minerals is exactly the same as CLTA 100, except, the CLTA 100 contains the following sentence: "No coverage is provided under this endorsement as to any covenant, condition, restriction or other provision relating to environmental protection." This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-333), MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.20: Attempted Enforcement Of Covenants, Conditions & Restrictions

The CLTA 100.20: Attempted Enforcement of Covenants, Conditions & Restrictions insures the lender or owner against loss or damage by reason of the enforcement of restrictions based upon a violation thereof. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.23: Right Of Entry Under Oil Lease

CLTA 100.23: Right Of Entry Under Oil Lease insures against damage to improvements resulting from the exercise of surface rights for the extraction or development of severed minerals when the minerals are leased under a recorded oil and gas lease. Coverage is provided on ALTA lender's policies. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-382), MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.28: Violation Of Particular Provisions Of Covenants, Conditions & Restrictions By Future Construction

The insurance coverage is based upon the assumption that the contemplated improvements to be placed or built upon the insured property will be in violation of present restrictions affecting the property. The CLTA 100.28: Violation of Particular Provisions of Covenants, Conditions & Restrictions By Future Construction will be limited to the particular restriction which will be violated and the plan showing the location proposed for improvements or other criteria (i.e., proposed set back line) will be incorporated into the coverage. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MI (use MI-338) MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.4: Present Violation / Judicial Enforcement (Lender's Policy)

The CLTA 100.4: Present Violation/Judicial Enforcement (Lender's Policy) provides affirmative coverage against loss or damage to the lender by reason of any final judgment enforcing a violation of the restrictions. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-334), MS, MO, NE, SC, TN, VA, and WV.

CLTA 103.7: Land Abuts on Open Street

The CLTA 103.7 provides affirmative assurance that the named street is in fact a physically open public street, that the land in question abuts the street and that there is nothing to prohibit access from the land to the street. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-378), MS, MO, NE, SC, TN, VA, and WV.

CLTA 107.9: Naming Transferees Who Succeed to the Interest of an Insured as an Additional Insured

Transfers of ownership sometimes occur after the policy date between related entities or parties which would not be considered a sale. Under the particular facts, the insurer may be willing to recognize the transferee as an insured but the definition of insured in the policy may leave doubt as to coverage. The CLTA 107.9 is utilized to clarify continuation of insurance in such transferee. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-379), MS, MO, NE, SC, TN, VA, and WV.

CLTA 108.8 (Additional Advances: Optional)

Frequently, deeds of trust are drawn to provide security not only for a specified, current obligation, but also to secure future advances (i.e., the form contains an "open-end provision"). In general, the priority of an advance, so secured, against liens and interests arising between the date the deed of trust was recorded and the date the advance is made depends on whether or not the advance is obligatory or optional upon the lender. Where the advance is optional, that priority is contingent upon the lender's knowledge of intervening rights at the date the advance is made. CLTA 108.8 (Additional Advances: Optional). This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 122 (Mandatory Advance)

The CLTA 122 (Mandatory Advance) endorsement is designed for use with ALTA lender's policies when several advances, all secured by the same insured mortgage, are contemplated and a separate endorsement is to be issued as each advance is made. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 100: Restrictions, Easements, Minerals (Comprehensive)

The CLTA 100: Restrictions, Easements, Minerals (Comprehensive) endorsement is designed as an explicit extension of coverage otherwise provided to insured lenders by the ALTA Loan Policy. CLTA Form 100 was developed from the lender's need for assurance against loss from certain "off record" occurrences. The endorsement contains eight clauses which extend the lender's coverage in three general areas: (a) covenants, conditions and restrictions, (b) encroachments and (c) rights of others to use the surface of the land for mineral development. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.4: PRESENT VIOLATION / JUDICIAL ENFORCEMENT (LENDER'S POLICY)

The CLTA 100.4: Present Violation/Judicial Enforcement (Lender's Policy) endorsement provides affirmative coverage against loss or damage to the lender by reason of any final judgment enforcing a violation of the restrictions. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-334) MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.5: PRESENT VIOLATION / JUDICIAL ENFORCEMENT (OWNER'S POLICY)

The CLTA 100.5: Present Violation/Judicial Enforcement (Owner's Policy) endorsement provides affirmative coverage against loss or damage to the owner by reason of any final judgment enforcing a violation of the restrictions. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-335), MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.6: VIOLATION OF COVENANTS, CONDITIONS & RESTRICTIONS

The CLTA 100.6: Violation of Covenants, Conditions & Restrictions provides coverage to an owner against judicial enforcement of covenants, conditions and restrictions. The coverage extends to present or future violations. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MI (use MI-336), MS, MO, NE, SC, TN, VA, and WV.

CLTA 124.1: AFFIRMATIVE & NEGATIVE COVENANTS IN DEEDS OR AGREEMENTS ARE BINDING

The CLTA 124.1: Affirmative & Negative Covenants in Deeds or Agreements are Binding endorsement is designed for use with CLTA or ALTA owners' and lenders' policies (except leaseholds) and affords coverage that affirmative and/or negative covenants, contained in a deed or agreement between owners of land not necessarily contiguous, are binding upon the covenantor, certain successive owners, certain successive mortgagees while in possession and certain other interest holders of the burdened real property described in the deed or agreement. This endorsement is most often used in conjunction with the development of a shopping center. For leasehold, use CLTA 124.2 or 124.3. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 300: VIOLATIONS OF CC&R W/NO MARKETABILITY ASSURANCE

The CLTA 300: Violations of CC&R w/No Marketability Assurance endorsement provides similar, but less inclusive coverage to a lender with respect to violations of covenants or restrictions which could impair the mortgage lien; damage to improvements which results from encroachments into easements. Unlike the CLTA Endorsement 100, there is no insurance as to the unmarketability of the title due to violations of covenants or restrictions; nor is there insurance as to damage to improvements resulting from the extraction or development of minerals. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 104: Assignment

The CLTA 104: Assignment endorsement is available for transactions involving the sale of the beneficial interest under a deed of trust. It provides assurance as to the ownership of the deed of trust, its priority and other specific matters as enumerated. As an alternative, some purchasers of beneficial interests under deeds of trust may desire the issuance of a new title insurance policy which would, in addition to the coverage provided by this endorsement, provide a current assurance as to the condition of title including any specific subordinate matters. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 104.1: Assignment Of Deed Of Trust - Limited Coverage

The CLTA 104.1: Assignment of Deed of Trust – Limited Coverage endorsement is used with ALTA or CLTA Loan Policies when the beneficial interest in the insured deed of trust has been assigned and the assignee requests the limited assurances that the public records disclose no reconveyance, modification or subordination of the insured deed of trust. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IN, IL, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 100.13: Show Upkeep Assessments Subordinate

The CLTA 100.13: Show Upkeep Assessments Subordinate assures the lender that the lien of any assessment levied prior to the acquisition of title is and will be subordinate to the insured deed of trust (mortgage). This endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, MD, MI (use MI-325), MS, MO, NE, SC, TN, VA, and WV.

CLTA 114: CLTA Co-insurance

The CLTA 114 is included FOR INFORMATION ONLY, and MAY ONLY BE USED, AS MODIFIED, WITH APPROVAL BY AN ATTORNEY OF THIS COMPANY. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA and WV.

CLTA 114.1: CLTA Co-insurance

The CLTA 114.1 is included FOR INFORMATION ONLY, and MAY ONLY BE USED, AS MODIFIED, WITH APPROVAL BY AN ATTORNEY OF THIS COMPANY. This endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA and WV.

CLTA 115: Condominium In Fee - Entitled To Be Assessed And Taxed As A Separate Parcel

When the security for a loan consists of a condominium, lenders generally want assurance that such condominium has been properly created in accordance with statutory provisions of the law. By receiving such assurance the lender secures the benefit of special provisions in the law dealing with this type of an estate including the provision allowing separate assessment for tax purposes of a condominium. The CLTA 115: Condominium In Fee – Entitled To Be Assessed And Taxed as a Separate Parcel provide this. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, NE, SC, VA and WV.

CLTA 115.1: Condominium - Broad Coverage

The CLTA 115.1: Condominium – Broad Coverage endorsement provides assurances as to the creation of the condominium estate in accordance with local laws, covenants, conditions and restrictions, as well as encroachments. Although the Company typically does not provide this endorsement for the Owner's policy, it can be appropriate to do so. The Company may require further certifications from the title examiner. Verify with the Company's Attorney staff before using this endorsement for Owner's coverage. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, NE, SC, TN, VA and WV.

CLTA 116.4: Contiguous Parcels

Quite frequently title policies are issued on a number of separate parcels of land which are supposed to constitute a single unit without any undescribed strips or gores separating any parcel. The purpose of this endorsement is to provide assurance that the parcels in questions are in fact contiguous. It is customary for the endorsement to specifically reference the boundaries of the particular parcels which are contiguous to each other. The CLTA 116.4: Contiguous Parcels provides this. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI, (use MI-332), MS, MO, NE, SC, TN, VA and WV.

CLTA 107.2: Increase Of Liability

The sole purpose of the CLTA 107.2: Increase Of Liability endorsement is to increase the face amount of insurance coverage under a title insurance policy. Normally such increase should be considered when there is a substantial change in the value of the land (as would occur if unimproved property insured for the purchase price was subsequently improved).The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-339), MS, MO, SC, TN, VA, and WV.

CLTA 103.1: Easement Damages From Use Or Maintenance

The CLTA 103.1: Easement Damages From Use Or Maintenance endorsement is designed for use with ALTA or CLTA Loan Policies. Its coverage is broader than the CLTA Form 100, which is limited to loss resulting from damage to existing improvements located or encroaching upon the easement. It is usually requested by lenders when an item or items appearing in the preliminary title report are unlocatable "blanket" easements.The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, NE (use this CLTA 103.1), NC, SC, TN, VA and WV.

CLTA 103.3: Removal Of Improvements Measurement

The CLTA 103.3: Removal Of Improvements Measurement endorsement is designed for use with the CLTA or ALTA Lender's Policies where an existing improvement encroaches upon an easement described in Schedule B. The lender is insured against loss that might occur should the owner of the easement, for purposes specified in the endorsement, compel removal of encroaching improvements. No insurance is given against loss arising from mere damage to improvements. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-342), MS, MO, NC, SC, TN VA, and WV.

CLTA 103.6: No Improvements Encroach In Easements

The CLTA 103.6: No Improvements Encroach In Easements endorsement was designed specifically to meet the requirements of the Federal National Mortgage Association (FNMA) and is used for ALTA Lender Policies. The insured lender is assured that, in fact, none of the improvements located on the encumbered land encroach onto an easement shown in Schedule B. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA, and WV.

CLTA 102.4: Foundations: No Violation, No Encroachment By

The CLTA 102.4: Foundations: No Violation, No Encroachment By is used with ALTA or CLTA Loan Policies where a construction loan previously has been insured and the lender, prior to making an advance, requires assurance that the foundations do not encroach upon adjoining lands or violate existing covenants, conditions and restrictions. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-349), MS, MO, NE, SC, TN, VA, and WV.

CLTA 102.5: Location Of Foundation Does Not Violate CC&R Or Encroach Into Easements

The CLTA 102.5: Location Of Foundation Does Not Violate CC&R Or Encroach Into Easements is identical with CLTA form 102.4 except that the insured lender also is assured that the foundations do not at the date of the endorsement encroach onto any easements referred to in the policy. It is designed for use with ALTA or CLTA Loan Policies where a construction loan previously has been insured and the lender, prior to making advances, requires assurance that the foundations do not encroach upon easements or adjoining lands or violate existing covenants, conditions or restrictions. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-350), MS, MO, NE, SC, TN, VA, and WV.

CLTA 104.6: Assignment of Rents/Leases

Mortgage lenders frequently obtain assignments of rents or leases as additional security for the payment of the borrower's obligation. The purpose of the CLTA 104.6: Assignments of Rents/Leases endorsement is to provide assurance to such lenders that the assignment of such additional security is properly executed and is prior to any other assignment of the particular interest as shown by the public records. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MS , MI (use MI-381), MS, MO, NC, SC, TN, VA ,and WV.

CLTA 107.5: Ownership Of Improvements Included With Lease Of The Land

The CLTA 107.5: Ownership Of Improvements Included With Lease Of The Land endorsement is designed for leasehold policies to insure either or both lessee and lender that improvements on said land, even though severed from the land by the terms of the lease, are included in the policy coverage. The above endorsement may only be used in the following state(s): AL, AR, SC, GA, IL, IN, KY, LA, MD, MI (use MI-354), MS, MO, NE, NC, SC, TN, VA, and WV. **This endorsement is specifically prohibited for use in the following state: Florida**

CLTA 119.2: Validity Of Lease

Many commercial loans are made based upon the rents payable under a recorded lease. The normal policy of title insurance insuring the lien of the lender's deed of trust on the lessor's title would not provide assurance as to the validity of the lease. The CLTA 119.2: Validity Of Lease endorsement would provide such coverage to the lender. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA, and WV.

CLTA 120.2: Schedule B Liens Are Subordinate To Lease

The CLTA 120.2: Schedule B Liens Are Subordinate To Lease endorsement assures the lender that by a recorded instrument, the lien of the mortgage referred to in Schedule B was subordinated to the lease referred to in Schedule A of a leasehold policy. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-355), MS, MO, SC, TN, VA and WV.

CLTA 110.7: Enforcement Of Lien Or Encumbrance

Used with all types of lender policies, the CLTA 110.7: Enforcement Of Lien Or Encumbrance endorsement insures against loss sustained by reason of the enforcement or attempted enforcement of a trust deed or bond shown in Schedule B. **USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.** The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA, and WV.

CLTA 116: Location Endorsement

The CLTA 116: Location Endorsement is used with ALTA Loan Policies when a lender is requiring specific coverage determining the address of the insured land and the type of improvement located therein. It also assures the lender that the map attached to the policy or endorsement shows the current location and dimension of the land as disclosed by records imparting constructive notice. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-360), MS, MO, NE, SC, TN, VA, and WV. **This endorsement is specifically prohibited for use in the following state: Florida**

CLTA 116.2: Assurances Re: Boundaries, Improvements & Street Address

The CLTA 116.2: Assurances Re: Boundaries, Improvements & Street Address Endorsement is used with ALTA Loan Policies when a lender is requiring specific coverage determining the address of the insured land and the type of improvement located therein, and further provides assurances that the boundaries are correctly identified on the recorded map. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA and WV.

CLTA 101: Priority Over Mechanics' Liens

The CLTA 101: Priority Over Mechanics' Liens is used with CLTA Loan Policies insuring construction loans in instances where lenders seek protection against loss if mechanics' liens gain priority over the insured deed of trust, such priority based on the claim that construction began prior to the recording of the insured loan. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, NE, SC, TN, VA, and WV.

CLTA 101.2: Priority Over Mechanics' Liens With Notice Of Completion

The CLTA 101.2: Priority Over Mechanics' Liens With Notice Of Completion endorsement is designed for use with ALTA or CLTA Loan Policies after a valid Notice of Completion *describing all land in the policy* has been recorded. If the Notice of Completion describes only a portion of the land in the policy, contact this Company. Lenders often request CLTA endorsement form 101.2 in connection with construction loans when they are planning either to make a "take-out" (permanent) loan to the borrower or to sell the construction loan to another lender who is making it a permanent loan. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA, and WV.

CLTA 101.3: Mechanics' Lien Coverage No Notice Of Completion

The CLTA 101.3: Mechanics' Lien Coverage No Notice Of Completion endorsement, for ALTA Loan Policies, may be applicable in any one of the following situations: the loan is made after work has commenced, an advance of construction loan proceeds may constitute an optional advance, and the construction of the improvement is complete but no Notice of Completion has been recorded. The coverage under this endorsement is broader than that afforded by CLTA form 101. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA, and WV.

CLTA 101.6: Mechanics' Liens - Notice Regular Liability Same As Policy

The CLTA 101.6: Mechanics' Liens - Notice Regular Liability Same As Policy endorsement for ALTA lender's policies, provides assurance that a notice of completion, regular in form, has been recorded on a specified date indicating the date that improvements were completed on the property. It also provides assurances regarding the recordation of any statutory lien for labor and material affecting the subject property. **USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.** The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA, and WV.

CLTA 100.29: Mineral Rights, Damage To Improvements

Protection against damage to existing improvements resulting from exercise or use of a surface right for extraction or development of reserved mineral rights is available with this endorsement.
If the surface rights were either expressly waived at the time the minerals were reserved or subsequently released, the CLTA 100.29: Mineral Rights, Damage To Improvements may be issued. If rights of surface entry have not been waived, issuance of this endorsement may be considered depending on the particular case with specific facts, including the nature and value of the mineral interest, local geology, local zoning restrictions of mining activity and existing improvements on the property. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-383), MS, MO, SC, TN, VA and WV.

CLTA 110.5: Priority Of Modified Deed Of Trust

The CLTA 110.5: Priority Of Modified Deed Of Trust endorsement is designed for use with ALTA Lender Policies for the purpose of giving assurances to the lender that the insured mortgage or the obligation secured thereby has been modified and as modified retains its priority: the holder of the note is a party to the modification agreement; the parties to the modification agreement appear of record as the owner of the land and the beneficial interest; there have been no full or partial reconveyance of the deed of trust and there are no liens or encumbrances subsequent to the subject deed of trust; update of the title examination has been made and no intervening matters appear of record or intervening matters are properly disposed of; and the modification agreement is recorded. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-361), MS, MO, NE, SC, TN, VA, and WV.

CLTA 111: Partial Reconveyance - No Impairment

Under certain circumstances the grant of a partial reconveyance under a deed of trust without adequate consideration may cause a loss of priority of the lien as to the remaining land. For example, if a greater portion of the debt after partial reconveyance would be secured by the remaining land, the deed of trust contained no partial reconveyance provision and there was an intervening lien, the holder of such lien may be able to assert priority as to part of the prior obligation. Lenders granting partial reconveyance should consider obtaining the CLTA 111: Partial Reconveyance - No Impairment endorsement if the possibility of a loss of priority of lien exists.**USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.** The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-366), MO, NE, SC, TN, VA, and WV.

CLTA 103.10: Surface Owner Insured Against Use Of Surface By Owner Of Land Below Horizontal Plane

The CLTA 103.10: Surface Owner Insured Against Use Of Surface By Owner Of Land Below Horizontal Plane endorsement is designed for use on ALTA Lender or Owner policies. Land can be divided into horizontal planes. For example, the surface and subsurface to a depth of 500 feet may constitute the vertical depth of a subdivision. The subsurface below that depth may be owned by a different party. The purpose of this endorsement is to provide assurance that the owners of the land below the subdivision in question do not have surface rights in the land in question. The primary concern will normally be utilization of the surface for the development of oil, gas or other minerals. **USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.** The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA, and WV.

CLTA 103.5: Surface Rights To Extract Water

The CLTA 103.5: Surface Rights To Extract Water endorsement is designed for use with ALTA owner's and lender's policies because the water is excepted from the description of the land or is shown as an exception in Schedule B of the policy. This endorsement may be used with CLTA policies to insure against loss sustained by reason of damage to improvements resulting from the use of the surface of the land for the purpose of developing water. **USE OF THIS ENDORSEMENT MUST BE APPROVED BY AN ATTORNEY OF THIS COMPANY.** The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MS, MO, SC, TN, VA, and WV.

CLTA 116.1: Standard Coverage: Property Described Is Same As Survey

The CLTA 116.1: Standard Coverage: Property Described Is Same As Survey endorsement provides coverage to a Lender or Owner that the property described in Schedule A is the same property identified and delineated on the current survey. The above endorsement may only be used in the following state(s): AL, AR, DC, GA, IL, IN, KY, LA, MD, MI (use MI-371), MS, MO, NA, SC, TN, VA, and WV.

NITIC Endorsements

NY ENDORSEMENTS

TIRSA Access Endorsement
TIRSA Endorsement for Additional Interest
TIRSA Fannie Mae Mortgage Endorsement
TIRSA Variable Rate Mortgage Endorsement-Fixed Rate Conversion
TIRSA Reverse Mortgage Endorsement
TIRSA RCE-1-Residential Revolving Credit Endorsement
TIRSA RCE-2
TIRSA RCE-3
TIRSA RCE-4
TIRSA Swap Agreement Endorsement
TIRSA Endorsement 6-Variable Rate Mortgage
TIRSA Endorsement 6.2-Variable Rate Mortgage-Negative Amortization
TIRSA Cluster Endorsement
TIRSA Waiver of Arbitration Endorsement-Owner's or Loan Policy
TIRSA Successor in Ownership of Indebtedness Endorsement (Loan Policy)
TIRSA Co-Insurance Endorsement
TIRSA Joint and Several Liability Endorsement
TIRSA Endorsement 4 (Condominium)
TIRSA Contiguity Endorsement
TIRSA Residential Contract Vendee Endorsement – Fee or Leasehold
Cooperative Endorsement (Loan Policy) and Cooperative Endorsement (Owner's Policy)
TIRSA Endorsement 9-Restricitons, Encraochments, Minerals
TIRSA Residential Mortgage Endorsement (1-4 Family)
TIRSA 8.1 EPL or New York City or Government agencies
TIRSA First Loss Endorsement
TIRSA Leasehold Endorsement – Owner's Policy
TIRSA Leasehold Endorsement-Loan Policy
TIRSA Endorsement 7-Manufactured Housing Unit
TIRSA Market Value Policy Rider
TIRSA Mezzanine Financing Endorsement
TIRSA Non-Imputation Endorsement
TIRSA Planned Unit Development Endorsement
Standard New York Endorsement – Loan Policy
Standard New York Endorsement – Owner's Policy
TIRSA Land Same as Survey Endorsement
TIRSA Survey Endorsement (Loan Policy) (1-4 Family)
TIRSA Tax Parcel Endorsement (Single Lot)-Loan Policy
TIRSA Tax Parcel Endorsement (More than One)-Loan Policy

