

This endorsement is issued as part of Policy No.: \_\_\_\_\_

1. This endorsement is subject to the Exclusions from Coverage, the Exceptions contained in the Schedule and the Conditions in the policy.
2. This endorsement applies if:
  - a. The Identified Mortgage creates a valid and enforceable lien on the Title;
  - b. The borrower named in the Identified Mortgage ("Borrower") is the owner of the Title at the date an advance is made pursuant to the note or agreement secured by the Identified Mortgage;
  - c. The Identified Mortgage secures repayment of future advances; and
  - d. The policy has been endorsed with an ALTA JR 1.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A future advance secured by the Identified Mortgage not having the same priority over a Monetary Lien as the Identified Mortgage, except for the following matters:
    - i. Ad valorem taxes or assessments;
    - ii. Federal tax liens;
    - iii. Environmental protection liens;
    - iv. Monetary Liens or claims of lien Known to the Insured prior to the date of an advance; or
    - v. Monetary Liens or claims of lien for services, labor, materials or equipment.
  - b. The invalidity or unenforceability of the lien of the Identified Mortgage resulting from the provisions of the Identified Mortgage which provide for changes in the rate of interest.
  - c. Loss of priority of the lien of the Identified Mortgage resulting from changes in the rate of interest calculated in accordance with the formula provided in the Identified Mortgage at the date it is recorded in the Public Records.
4. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, resulting from:
  - a. The failure of:
    - i. the Borrower to own the Title;
    - ii. the Identified Mortgage to create a valid and enforceable lien on the Title;
    - iii. the Identified Mortgage to have priority, except to the extent expressly provided in Section 3 of this endorsement; or
  - b. The application of:
    - i. usury law,
    - ii. Consumer Protection Law, or
    - iii. federal bankruptcy, state insolvency, or similar creditors' rights law.

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

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

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Signature Block

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Authorized Countersignature

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