ENDORSEMENT

Attached to Policy No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Issued by



The Company insures \_\_\_\_\_\_\_\_\_\_ (the “Collateral Assignee”) against loss or damage sustained by the Collateral Assignee by reason of any of the following:

1. The failure of the beneficial interest under the Insured Mortgage to have been assigned to the Collateral Assignee as collateral security;
2. The existence of any reconveyance, either full or partial, of the Insured Mortgage, or any modification or subordination thereof, appearing in the Public Records, except the following:

*<if none, show “None”>*

The liability of the Company under this endorsement shall not exceed the sum of $\_\_\_\_\_\_\_\_\_\_ and costs that the Company is obligated to pay under the Conditions of the policy; and the total liability of the Company under the policy and any endorsement thereto shall not exceed, in the aggregate, the Amount of Insurance and any costs that the Company is obligated to pay under the Conditions.

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the assignment by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

1. the assignment being deemed a fraudulent conveyance or fraudulent transfer; or
2. the assignment being deemed a preferential transfer.

This endorsement shall be effective provided that, at the Date of Endorsement, (1) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Collateral Assignee, or (2) if the note or notes are transferable records, the Collateral Assignee has “control” of the single authoritative copy of each “transferable record” as these terms are defined by applicable electronic transactions laws.

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

Date of Endorsement: \_\_\_\_\_\_\_\_\_\_

Dated: \_\_\_\_\_\_\_\_\_\_

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