

Redline Comparison of Published 07-30-2021 against Adopted 12-03-2012

ALTA SHORT FORM RESIDENTIAL LOAN POLICY—ASSESSMENTS PRIORITY
ONE-TO-FOUR FAMILY
~~Issued~~issued by
BLANK TITLE INSURANCE COMPANY

[Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:

Issuing Agent:

Issuing Office:

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Issuing Office File Number:

Property Address:]

SCHEDULE A

Name and Address of Title Insurance Company:

[File No.:

Policy No.: Number:

Loan No.:

Address Reference: Street Address:

County and State:

Amount of Insurance: ~~-\$~~ \$ _____

[Premium: ~~-\$~~ _____] \$ _____]

Mortgage Amount: ~~-\$~~ \$ _____

Mortgage Date:

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

Property Address:

1. Name of Insured:

2. Name of Borrower(s):

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

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

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

Addendum attached

The

[6. This policy incorporates by reference the endorsements ~~checked~~selected below, if any, are incorporated in this policy: adopted by the [American Land Title Association]]



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as of the Date of Policy:

- ALTA ~~ENDORSEMENT 4-06~~ (~~Condominium~~) ~~Assessments Priority endorsement~~
- ALTA ~~ENDORSEMENT 4.1-06~~ (~~Condominium~~), if the Land or estate or interest is referred to in the Insured Mortgage as a condominium.
- ~~ALTA ENDORSEMENT 5-06~~ (~~Planned Unit Development~~) ~~Assessments Priority endorsement~~
- ~~ALTA ENDORSEMENT 5.1-06~~ (~~Planned Unit Development~~)
- ~~ALTA ENDORSEMENT 6-06~~ (~~ALTA 6 Variable Rate~~), ~~Mortgage endorsement~~, if the Insured Mortgage contains provisions which provide for an adjustable interest rate. ALTA ~~ENDORSEMENT 6.2-06~~ (~~Variable Rate~~ ~~Mortgage~~ ~~Negative Amortization~~), ~~endorsement~~, if the Insured Mortgage contains provisions which provide for both an adjustable interest rate and negative amortization.
- ALTA ~~ENDORSEMENT 7-06~~ (~~Manufactured Housing~~), ~~Unit endorsement~~, if a manufactured housing unit is located on the Land at the Date of Policy.
- ALTA ~~ENDORSEMENT 7.1-06~~ (~~Manufactured Housing~~ ~~Conversion~~ ~~Loan~~) ~~Policy endorsement~~
- ALTA ~~ENDORSEMENT 8.1-06~~ (~~Environmental Protection Lien~~) ~~endorsement~~ Paragraph b refers to the following ~~state~~State statute(s):
- ALTA ~~ENDORSEMENT 9-06~~ (~~Restrictions, Encroachments, Minerals~~) ~~Loan Policy endorsement~~
- ALTA ~~ENDORSEMENT 9.6~~ ~~Private Rights~~ ~~Loan Policy endorsement~~
- ~~ALTA 14-06~~ (~~Future Advance~~ ~~Priority~~) ~~endorsement~~
- ALTA ~~ENDORSEMENT 14.1-06~~ (~~Future Advance~~ ~~Knowledge~~) ~~endorsement~~
- ALTA ~~ENDORSEMENT 14.3-06~~ (~~Future Advance~~ ~~Reverse Mortgage~~) ~~endorsement~~
- ALTA ~~ENDORSEMENT 22-06~~ (~~Location~~) ~~The endorsement, if the~~ type of improvement is a one-to-four family residential structure and the ~~street address~~Property Address is as shown above.
- ALTA ~~ENDORSEMENT 30-06~~ (~~Shared Appreciation Mortgage~~) ~~endorsement~~

[Witness clause ~~optional~~—]

BY: _____ PRESIDENT

BY: _____ SECRETARY

~~bracketed~~
BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

By: _____
[Authorized Signatory]



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NOTE: Bracketed [] material optional—~~one alternative must be chosen~~

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, [BLANK TITLE INSURANCE COMPANY;] A _____ [BLANK] CORPORATION, ~~HEREIN CALLED (THE "COMPANY,"~~ HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS, AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION (ALTA) LOAN POLICY (~~6-17-0607-01-2021~~), ALL OF WHICH ARE INCORPORATED HEREIN. ~~ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.~~

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SCHEDULE B

EXCEPTIONS FROM COVERAGE ~~AND~~
AFFIRMATIVE INSURANCES

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

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

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

As used in ~~paragraph~~ Exception 2(a)-, the words "covenants, conditions, ~~or~~ restrictions, or limitations" do not refer to or include any covenant, condition, ~~or~~ restriction ~~(a, or limitation (i)~~ relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or ~~(b)~~ pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of an Enforcement Notice as of the Date of Policy identifies a violation or alleged violation affecting the Land ~~has been recorded or filed in the Public Records at Date of Policy~~ and is not referenced in an ~~addendum~~ Addendum attached to this policy.
3. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from ~~;~~
 - a. the encroachment, at the Date of Policy, of the improvements on any easement; and ~~(~~
 - b. any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
4. Any lease, grant, exception, or reservation of minerals or mineral rights or other subsurface substances appearing in the Public Records; however, this policy insures against loss or damage arising from ~~;~~
 - a. any effect on or impairment of the use of the Land for ~~residential~~ one-to-four family dwelling residential purposes by reason of such lease, grant, exception, or reservation of minerals or mineral rights or other subsurface substances; and ~~(~~

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- b. any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights or other subsurface substances so leased, granted, excepted, or reserved. ~~Nothing herein shall insure against loss or damage resulting from contamination, explosion, fire, fracturing, vibration, earthquake or subsidence.~~
Nothing herein insures against loss or damage resulting from contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

NOTICES, WHERE SENT: -Any notice of claim ~~or~~and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at ~~the following address:~~ _____
(fill in)

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ADDENDUM
~~TO~~
ALTA SHORT FORM RESIDENTIAL LOAN POLICY—ASSESSMENTS PRIORITY

~~Addendum to~~ **ONE-TO-FOUR FAMILY**

Policy Number: _____ [File Number: _____]

SCHEDULE B
(Continued)

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

In addition to the matters set forth in Schedule B of the policy to which this Addendum is attached, this policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of the following:

