

Redline of ALTA Endorsement 10.1 (2021 v. 01.00 07-01-2021) Against 10.1-06 (Effective 02-03-2010)

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ALTA 10.1 ASSIGNMENT AND DATE DOWN ENDORSEMENT

~~Attached to~~

~~This endorsement is issued as part of
Policy No. Number _____~~

~~Issued~~ issued by

BLANK TITLE INSURANCE COMPANY

1. The name of the Insured at the Date of Endorsement and referred to in this endorsement as the "Assignee" is amended to read: _____.
2. The Company insures against loss or damage sustained by the Assignee by reason of:
 - a. The failure of the following assignment to vest title to the Insured Mortgage in the Assignee: _____;
 - b. Any liens for taxes or assessments affecting the Title that are due and payable on the Date of Endorsement, except: _____;
 - c. Lack of priority of the lien of the Insured Mortgage over defects, liens, or encumbrances other than those shown in the policy or a prior endorsement, except: _____;
 - d. Notices of federal tax liens or notices of pending bankruptcy proceedings affecting the Title and recorded subsequent to the Date of Policy in the Public Records and on or prior to the Date of Endorsement, except: _____;
 - e. Any modification, partial or full reconveyance, release or discharge of the lien of the Insured Mortgage recorded on or prior to Date of Endorsement in the Public Records other than those shown in the policy or a prior endorsement, except: _____.
3. 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 the assignment being a:
 - a. ~~the assignment being deemed~~ fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or ~~2. the assignment being deemed a~~
 - c. preferential transfer.
4. This endorsement shall be effective provided that, at the Date of Endorsement, ~~(1);~~
 - a. the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Assignee; ~~or;~~ ~~(2)~~
 - b. if the note or notes are transferable records, the Assignee has "control" of the single authoritative copy of each "transferable record" as these terms are defined by applicable electronic transaction 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.



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Date of Endorsement:

[Witness clause ~~optional~~]

BLANK TITLE INSURANCE COMPANY

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By: _____

[Authorized Signatory]