

**Redline Compare of ALTA Endorsement 30 (2021 v 01.00 07-01-2021) Against 30-06 (Effective 07-26-12)**

**ALTA 30 ONE-TO-FOUR FAMILY SHARED APPRECIATION MORTGAGE ENDORSEMENT**

~~Attached to~~

This endorsement is issued as part of

Policy No. Number \_\_\_\_\_

~~Issued~~ issued by

**BLANK TITLE INSURANCE COMPANY**

1. The insurance afforded by this endorsement is only effective if the Land is a one to four family residence.
2. For the purposes of this endorsement, "Shared Appreciation" shall mean increases in the Indebtedness secured by the Insured Mortgage by reason of shared equity or appreciation in the value of the Land.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. The invalidity or unenforceability of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation; or
  - b. Loss of priority of the lien of the Insured Mortgage as security for the Indebtedness caused by the provisions for Shared Appreciation.—
4. Nothing contained in this endorsement shall be construed as insuring against loss or damage sustained or incurred by reason of:
  - a. usury law;
  - b. any Consumer Protection Law;
  - c. costs, expenses, or attorneys' fees required to obtain a determination, by judicial proceedings or otherwise, of the amount of the Shared Appreciation;
  - d. failure to comply with applicable laws and regulations regarding Shared Appreciation;
  - e. the stay, rejection, or avoidance of the lien of the Insured Mortgage as security for the Shared Appreciation, or a court order providing some other remedy, by the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - f. the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness because all applicable mortgage recording or similar intangible taxes were not paid.

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.

[Witness clause ~~optional~~]

[Date]

**BLANK TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

**[Authorized Signatory]**

