

Redline of 2021 Commitment (Publication 07-30-2021) Against Previously Adopted Form (Adopted 08-01-2016 TC 04-02-2018)

**ALTA COMMITMENT FOR TITLE INSURANCE**  
**ISSUED BY**  
**issued by**  
**BLANK TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, [Blank Title Insurance Company;] a [Blank] (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within \_\_\_\_\_ (insert the time period) after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

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- b. "Knowledge" or "Known": Actual ~~or imputed~~ knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and ~~affixed~~ improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond ~~the lines of the area that~~ described in Schedule A, nor any right, title, interest, estate, or easement in any abutting ~~streets, roads, avenues, alleys, lanes, ways, or waterways~~ street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but ~~this~~ does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.  
(a) ~~"Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.~~
- h. "Public Records": ~~Records~~ The recording or filing system established under ~~state~~ State statutes in effect at the Commitment Date ~~for the purpose of imparting~~ under which a document must be recorded or filed to impart constructive notice of matters relating to ~~real property~~ the Title to ~~purchasers~~ a purchaser for value ~~and~~ without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest ~~described~~ in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
  - the Commitment to Issue Policy;
  - the Commitment Conditions;
  - Schedule A;
  - Schedule B, Part I—Requirements; ~~;~~ [ and ]
  - Schedule B, Part II—Exceptions; ~~;~~ and
  - a counter-signature by the Company or its issuing agent that may be in electronic form].
4. COMPANY'S RIGHT TO AMEND  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company ~~shall~~ is not ~~be~~ liable for any other amendment to this Commitment.

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**Redline of 2021 Commitment (Publication 07-30-2021) Against Previously Adopted Form (Adopted 08-01-2016 TC 04-02-2018)****5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company ~~shallis~~ not ~~be~~ liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company ~~willis~~ only ~~have liability~~ liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.——
- d. The Company's liability ~~shalldoes~~ not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment ~~ConditionsCondition~~ 5(a)(i) through 5(a)(iii), or the Proposed Policy Amount of Insurance.
- e. The Company ~~shallis~~ not ~~be~~ liable for the content of the Transaction Identification Data, if any.  
In no event shall the
- f. The Company ~~beis not~~ obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. ~~In any event, the~~The Company's liability is further limited by the terms and provisions of the Policy— to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT: CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and ~~must beis~~ restricted ~~solely~~ to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.  
~~(c) Until the Policy is issued, this~~
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing ~~and~~ and authenticated by a person authorized by the Company].
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

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The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for ~~the purpose of providing closing or, settlement services-, escrow, or any other purpose.~~

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**[9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**[11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed ~~Policy~~ Amount of Insurance is \$2,000,000 or less ~~shall~~may be arbitrated at the ~~option~~election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at ~~<<http://www.alta.org/arbitration>>.~~[http://www.alta.org/arbitration.](http://www.alta.org/arbitration)

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**[Transaction Identification Data, for ~~reference only~~ which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent:  
Issuing Office:  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number:  
Issuing Office File Number:  
Property Address:]  
[Revision Number:]

**SCHEDULE A**

1. Commitment Date:
2. Policy to be issued:  
~~[2006a. [2021 ALTA® Owner's Policy][20062021 ALTA® Loan Policy][\_\_\_\_\_ ALTA® \_\_\_\_\_ Policy]~~  
 Proposed Insured: \_\_\_\_\_  
 Proposed Policy Amount: \$ \_\_\_\_\_ of Insurance: \$ \_\_\_\_\_  
~~[(The estate or interest to be insured: \_\_\_\_\_)]~~  
 [b]—~~[2006. [2021 ALTA® Owner's Policy][20062021 ALTA® Loan Policy][\_\_\_\_\_ ALTA® \_\_\_\_\_ Policy]~~  
 Proposed Insured: \_\_\_\_\_  
 Proposed Policy Amount: \$ \_\_\_\_\_ of Insurance: \$ \_\_\_\_\_  
~~[(The estate or interest to be insured: \_\_\_\_\_)]~~  
 [c]—~~[2006. [2021 ALTA® Owner's Policy][20062021 ALTA® Loan Policy][\_\_\_\_\_ ALTA® \_\_\_\_\_ Policy]~~  
 Proposed Insured: \_\_\_\_\_  
 Proposed Policy Amount: \$ \_\_\_\_\_ of Insurance: \$ \_\_\_\_\_  
  
~~[(The estate or interest to be insured: \_\_\_\_\_)]~~
3. The estate or interest in the Land ~~described or referred to in this~~at the Commitment Date is \_\_\_\_\_; (Identify each estate or interest covered, i.e., fee, leasehold, etc.)
4. The Title is, at the Commitment Date, vested in: [\_\_\_\_\_] (Identify vesting for each estate or interest identified in Item 3 above) and, as disclosed in the Public Records, has been since (Date)
5. The Land is described as follows:

**BLANK TITLE INSURANCE COMPANY**

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By: \_\_\_\_\_  
[Authorized Signatory]

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**SCHEDULE B, PART I**  
**—Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.  
(Documents to be listed here)

(Additional Requirements may be listed here by number)

**SCHEDULE B, PART II**  
**—Exceptions**

~~THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.~~

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat 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 will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and ~~provisions~~ conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:-

- [1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.]

(Additional Exceptions may be listed here by number)

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