**SHORT FORM RESIDENTIAL LOAN POLICY**

**CURRENT VIOLATIONS**

**ONE-TO-FOUR FAMILY**

**Issued by**

**BLANK TITLE INSURANCE COMPANY**

**SCHEDULE A**

Name and Address of Title Insurance Company:

Policy Number: Loan Number:

[File Number: ]

Amount of Insurance: $ [Premium: $ ]

Mortgage Amount: $ Mortgage Date:

Date of Policy:

Name of Insured:

Name of Borrower(s):

Address Reference: Street Address:

 County and State:

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 Date of Policy, vested in the borrower(s) shown in the Insured Mortgage and named above.

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

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

\_\_\_\_ Addendum attached

This policy incorporates by reference those endorsements checked below, if any, adopted by the American Land Title Association as of Date of Policy:

[ ]  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 5.1-06 (Planned Unit Development)

[ ]  ALTA ENDORSEMENT 6-06 (Variable Rate), if the Insured Mortgage contains provisions which provide for an adjustable interest rate.

[ ]  ALTA ENDORSEMENT 6.2-06 (Variable Rate-Negative Amortization), if the Insured Mortgage contains provisions which provide for both an adjustable interest rate and negative amortization.

[ ]  ALTA ENDORSEMENT 7-06 (Manufactured Housing), if a manufactured housing unit is located on the Land at Date of Policy.

[ ]  ALTA ENDORSEMENT 7.1-06 (Manufactured Housing—Conversion; Loan)

[ ]  ALTA ENDORSEMENT 8.1-06 (Environmental Protection Lien) – Paragraph b refers to the following state statute(s):

[ ]  ALTA ENDORSEMENT 9.10-06 (Restrictions, Encroachments, Minerals—Current Violations—Loan Policy)

[ ]  ALTA ENDORSEMENT 14-06 (Future Advance—Priority)

[ ]  ALTA ENDORSEMENT 14.1-06 (Future Advance—Knowledge)

[ ]  ALTA ENDORSEMENT 14.3-06 (Future Advance—Reverse Mortgage)

[ ]  ALTA ENDORSEMENT 22-06 (Location) The type of improvement is a one-to-four family residential structure and the street address is as shown above.

[ ]  ALTA ENDORSEMENT 30-06 (Shared Appreciation Mortgage)

[Witness clause optional]

**BLANK TITLE INSURANCE COMPANY**

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

**PRESIDENT**

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

**SECRETARY**

**[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 \_\_\_\_\_\_\_\_\_\_\_ 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 LOAN POLICY (06-17-06), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

**SCHEDULE B**

**EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE INSURANCES**

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

1. Those taxes and assessments that become due or payable subsequent to Date of Policy. This does not modify or limit the coverage provided in Covered Risk 11(b).

2. Covenants, conditions, or restrictions, 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 on or prior to Date of Policy;

(b) a forfeiture or reversion of Title from a violation at Date of Policy of those covenants, conditions, or restrictions, including those relating to environmental protection; and

(c) the invalidation, subordination, or other impairment of the lien of the Insured Mortgage because of a violation at Date of Policy of any provisions in those covenants, conditions, or restrictions, including those relating to environmental protection.

 As used in Paragraph 2(a), the words “covenants, conditions, or restrictions” do not refer to or include any covenant, condition, or restriction (a) 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 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 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 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 purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights or other subsurface substances, and (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.

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

**ADDENDUM**

**ALTA SHORT FORM RESIDENTIAL LOAN POLICY**

**CURRENT VIOLATIONS**

**ONE-TO-FOUR FAMILY**

Addendum

Policy Number: Loan Number:

[File Number: ]

**SCHEDULE B**

**(Continued)**

In addition to the matters set forth on Schedule B of this 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: