ALTA 6.2 VARIABLE RATE MORTGAGE—NEGATIVE AMORTIZATION ENDORSEMENT

Attached to
This endorsement is issued as part of
Policy No. Number __________
Issued by
BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement, “Changes in the Rate of Interest” mean those adjustments in the rate of interest calculated pursuant to the formula provided in the Insured Mortgage or the loan documents secured by the Insured Mortgage at the Date of Policy.

2. 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 resulting from its provisions that provide for (a):
      i. Changes in the Rate of Interest;
      ii. interest on interest, (b) changes in the rate of interest, or (c); or
      iii. the addition of unpaid interest to the principal balance of the loan.
   b. the loss of priority of the lien of the Insured Mortgage as security for the principal balance of the loan, including any unpaid interest which was added to principal in accordance with the provisions of the Insured Mortgage, interest on interest, or together with interest as changed in accordance with the provisions of the Insured Mortgage or the loan documents secured by the Insured Mortgage, interest on interest, or any unpaid interest which was added to the principal balance in accordance with the provisions of the Insured Mortgage, which loss of priority is caused by (a) changes in the rate of interest, (b) interest on interest, or (c) increases in the unpaid principal balance of the loan resulting from the addition of unpaid interest.
      i. Changes in the Rate of Interest;
      ii. interest, as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant; or
      iii. the addition of unpaid interest to the formula provided in principal balance of the loan documents secured by the Insured Mortgage at Date of Policy.

3. This endorsement does not insure against loss or damage and the Company will not pay costs, attorneys’ fees, or expenses, based upon: usury, or any consumer credit protection or truth in lending law or Consumer Protection Law.

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]