

**Redline of ALTA Endorsement 11.2 (2021 v. 01.00 07-01-2021) Against 11.2-06 (Effective 12-02-2013)**

**ALTA 11.2 MORTGAGE MODIFICATION WITH ADDITIONAL AMOUNT OF INSURANCE ENDORSEMENT**

~~Attached to~~

~~This endorsement is issued as part of~~  
~~Policy No-Number \_\_\_\_\_~~

~~Issued~~ issued by

**BLANK TITLE INSURANCE COMPANY**

1. For purposes of this endorsement only:
  - a. "Modification"~~means the~~: The agreement between \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ [and recorded \_\_\_\_\_ as document number \_\_\_\_\_].
  - b. "Date of Endorsement"~~means~~: \_\_\_\_\_.
2. The Amount of Insurance is increased to \$\_\_\_\_\_.
3. Subject to the exclusions in Section[s] 4-~~4~~ and 5] of this endorsement, the Exclusions from Coverage, the Exceptions contained in Schedule B, and the Conditions contained in the policy, and any exclusion or exception in any prior endorsement, the Company insures as of the Date of Endorsement against loss or damage sustained by the Insured by reason of any of the following:
  - a. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title as a result of the Modification;
  - b. The lack of priority of the lien of the Insured Mortgage over defects in or liens or encumbrances on the Title, except: [Drafting Instruction: Specify additional exceptions, if any];
  - c. The failure of the following matters to be subordinate to the lien of the Insured Mortgage: ~~+[Drafting Instruction: Specify matters to be insured as subordinate, if any].~~
4. 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 Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights ~~law~~law that is based on the Modification being a:
  - a. ~~the Modification being deemed a~~fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; ~~orb. the Modification being deemed a~~
  - c. preferential transfer ~~except where~~to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason unless the preferential transfer results solely from the failure:
    - i. to timely record the ~~instrument~~Modification in the Public Records after execution and delivery of transfer~~the Modification to the Insured~~; or
    - ii. of ~~such recordation~~the recording of the Modification in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
5. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage because all applicable mortgage recording or similar intangible taxes were not paid at time of recording of the Modification].



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46 This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms  
47 and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the  
48 Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an  
49 express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of  
50 the terms and provisions of the policy and of any prior endorsements.

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53 [Witness clause ~~optional~~]

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55 **BLANK TITLE INSURANCE COMPANY**

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

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**[Authorized Signatory]**

