

Redline Comparison of 2021 v.01.00 (04-02-2022) against Existing 08-01-2012

**ENDORSEMENT**

~~Attached to~~ ALTA JR 2 ENDORSEMENT

This endorsement is issued as part of  
Policy No. Number \_\_\_\_\_  
issued by  
**BLANK TITLE INSURANCE COMPANY**

1. This endorsement is subject to the Exclusions from Coverage, the Exceptions contained in the Schedule ~~A~~ and the Conditions in the policy.
2. This endorsement applies if:
  - a. The Insured's Identified Mortgage creates a valid and enforceable lien on the Title;
  - b. The borrower named in the Insured's Identified Mortgage ("Borrower") is the owner of the Title at the date an advance is made pursuant to the note or agreement secured by the Insured's Identified Mortgage;
  - c. The Insured's Identified Mortgage secures repayment of future advances; and
  - d. The policy has been endorsed with an ALTA JR 1.
3. The Company insures against loss or damage sustained by the Insured by reason of:
  - a. A future advance secured by the Insured's Identified Mortgage not having the same priority over a Monetary Lien as the Insured's Identified Mortgage, except for the following matters:
    - i. Ad ~~Valorem~~ valorem taxes or assessments;
    - ii. Federal tax liens;
    - iii. Environmental protection liens;
    - iv. Monetary Liens or claims of lien Known to the Insured prior to the date of an advance; or
    - v. Monetary Liens or claims of lien for services, labor, materials or equipment.
  - b. The invalidity or unenforceability of the lien of the Insured's Identified Mortgage resulting from the provisions of the Insured's Identified Mortgage which provide for changes in the rate of interest.
  - c. Loss of priority of the lien of the Insured's Identified Mortgage resulting from changes in the rate of interest calculated in accordance with the formula provided in the Insured's Identified Mortgage at the date it is recorded in the Public Records.

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4. This ~~Endorsement~~ endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, resulting from:
- a. ~~That~~ The failure of:
- i. the Borrower ~~owns to own~~ the Title ~~nor that~~;
  - ii. the ~~Insured's~~ Identified Mortgage ~~creates a~~ to create a valid and enforceable lien on the Title, ~~nor the validity, enforceability, or priority of;~~
  - iii. the ~~lien of the Insured's~~ Identified Mortgage to have priority, except to the extent expressly ~~stated; nor~~ provided in Section 3 of this endorsement; or
- b. ~~Against loss or damage resulting from (1)~~ The application of:
- i. usury, ~~(2) any consumer credit protection or truth in lending law,~~
  - ii. Consumer Protection Law, or ~~(3)~~
  - iii. federal bankruptcy ~~or, state~~ insolvency ~~proceedings of the Borrower, or similar creditors'~~ rights 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~~]

#### BLANK TITLE INSURANCE COMPANY

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

[Authorized Signatory]