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**ENDORSEMENT**

**Attached to Policy No.**

**Issued by**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by said Insured by reason of any of the following:

- (a) The failure of the beneficial interest under the Insured Mortgage to have been transferred to said Insured by a valid assignment or assignments;
- (b) The existence of any reconveyance, either full or partial, of the Insured Mortgage, or any modification or subordination thereof, appearing in the Public Records.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**Dated:**

**By:** \_\_\_\_\_  
**Authorized Signatory**

215



*First American  
Title Insurance Company*

**CLTA FORM 104.4 COLLATERAL ASSIGNMENT OF MORTGAGE**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures \_\_\_\_\_, against loss or damage which such insured shall sustain by reason of any of the following:

The failure of the beneficial interest under the mortgage referred to in paragraph \_\_\_\_\_ of Schedule \_\_\_\_\_ to have been assigned to such insured as collateral security;

The existence of any reconveyance, either full or partial, of the insured mortgage, or any modification or subordination thereof, appearing in the public records.

The liability of the Company under this endorsement shall not exceed the sum of \$ \_\_\_\_\_ and costs which the Company is obligated to pay under the Conditions and Stipulations of the policy; and the total liability of the Company under the policy and any endorsement thereto shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated to pay under the Conditions and Stipulations.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements.

**Dated:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 104.4 (Rev. 6-14-96)

ALTA or CLTA - Lender

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**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by said Insured by reason of any of the following:

- (a) The failure of the beneficial interest under the Insured Mortgage to have been assigned to said Insured as collateral security;
- (b) The existence of any reconveyance, either full or partial, of the Insured Mortgage, or any modification or subordination thereof, appearing in the Public Records.

The liability of the Company under this endorsement shall not exceed the sum of \$ \_\_\_\_\_ and costs that the Company is obligated to pay under the Conditions of the policy; and the total liability of the Company under the policy and any endorsement thereto shall not exceed, in the aggregate, the Amount of Insurance and any costs that the Company is obligated to pay under the Conditions.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

By: \_\_\_\_\_  
Authorized Signatory

217



*First American  
Title Insurance Company*

**CLTA FORM 104.6 ASSIGNMENT OF RENTS/LEASES**

**ENDORSEMENT**

Attached to Policy No. \_\_\_\_\_

Issued By

*First American Title Insurance Company*

The Company hereby insures the insured against loss which the insured shall sustain by reason of:

any defect in the execution of the document entitled

referred to in paragraph of Part II of Schedule B; and

the existence, as shown by the public records, of any prior assignment of the lessor's interest in the lease or leases specified in such document, including any assignments of rents thereunder, other than as set forth in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Date: \_\_\_\_\_

*First American Title Insurance Company*

**Authorized Signatory**

CLTA Form 104.6 (Rev. 9-10-93)

ALTA - Lender

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**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured by reason of:

(a) any defect in the execution of the document entitled

referred to in paragraph \_\_\_\_\_ of Part II of Schedule B; and

(b) the existence, as shown by the Public Records, of any prior assignment of the lessor's interest in the lease or leases specified in such document, including any assignments of rents thereunder, other than as set forth in Schedule B.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

Authorized Signatory

219



*First American  
Title Insurance Company*

CLTA FORM 104.7 ASSIGNMENT OF RENTS/LEASES

**ENDORSEMENT**

Attached to Policy No. \_\_\_\_\_

Issued By

*First American Title Insurance Company*

The Company hereby insures the insured against loss which the insured shall sustain by reason of the existence, as shown by the public records, of any assignment of rents prior to the assignment of rents contained in the mortgage shown in paragraph \_\_\_\_\_ of Schedule \_\_\_\_\_, other than as set forth in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Date: \_\_\_\_\_

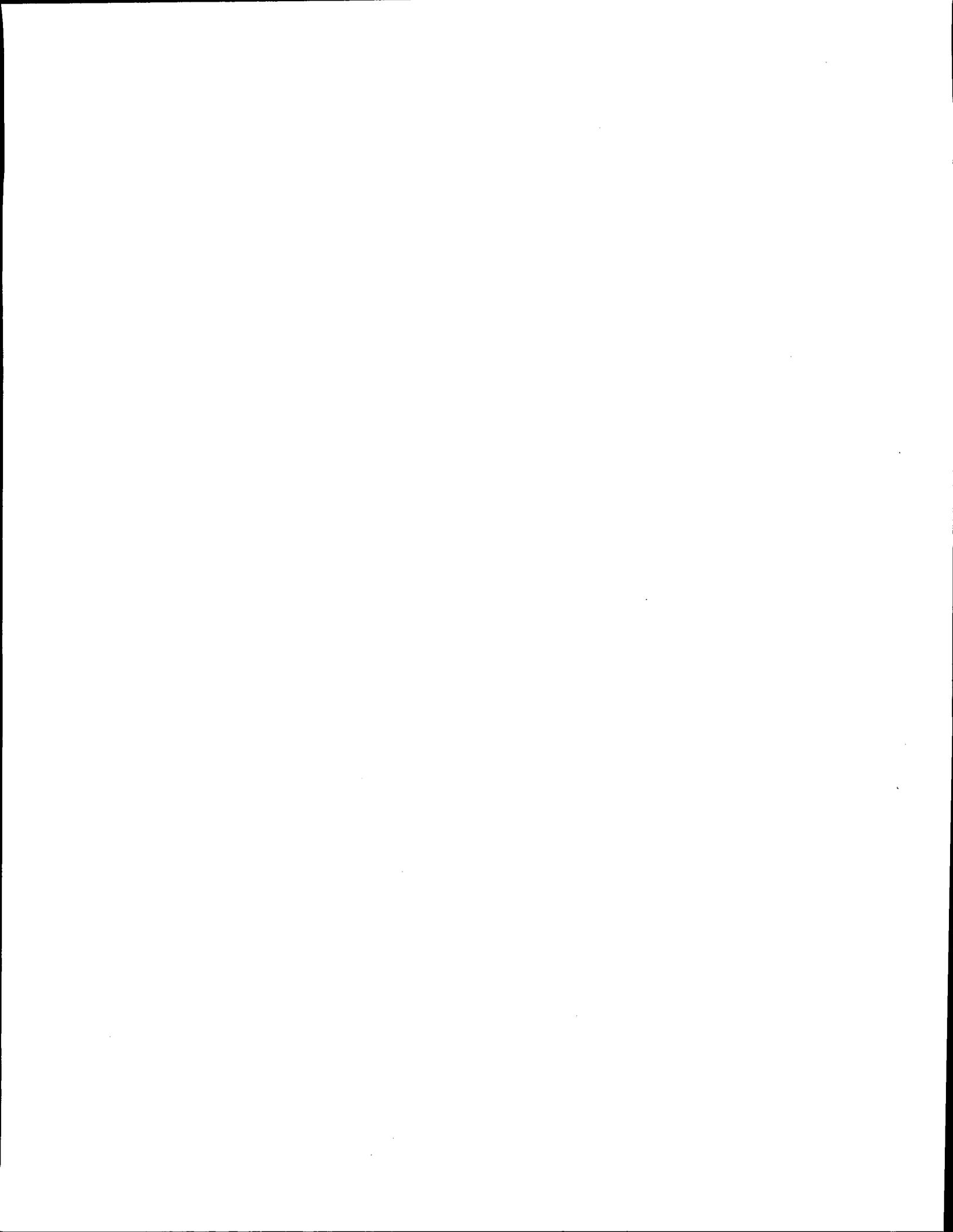
*First American Title Insurance Company*

**Authorized Signatory**

CLTA Form 104.7 (Rev. 9-10-93)

CLTA or ALTA - Lender

220



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**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures against loss or damage sustained by the Insured by reason of the existence, as shown by the Public Records, of any assignment of rents prior to the assignment of rents contained in the Insured Mortgage other than as set forth in Schedule B.

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.

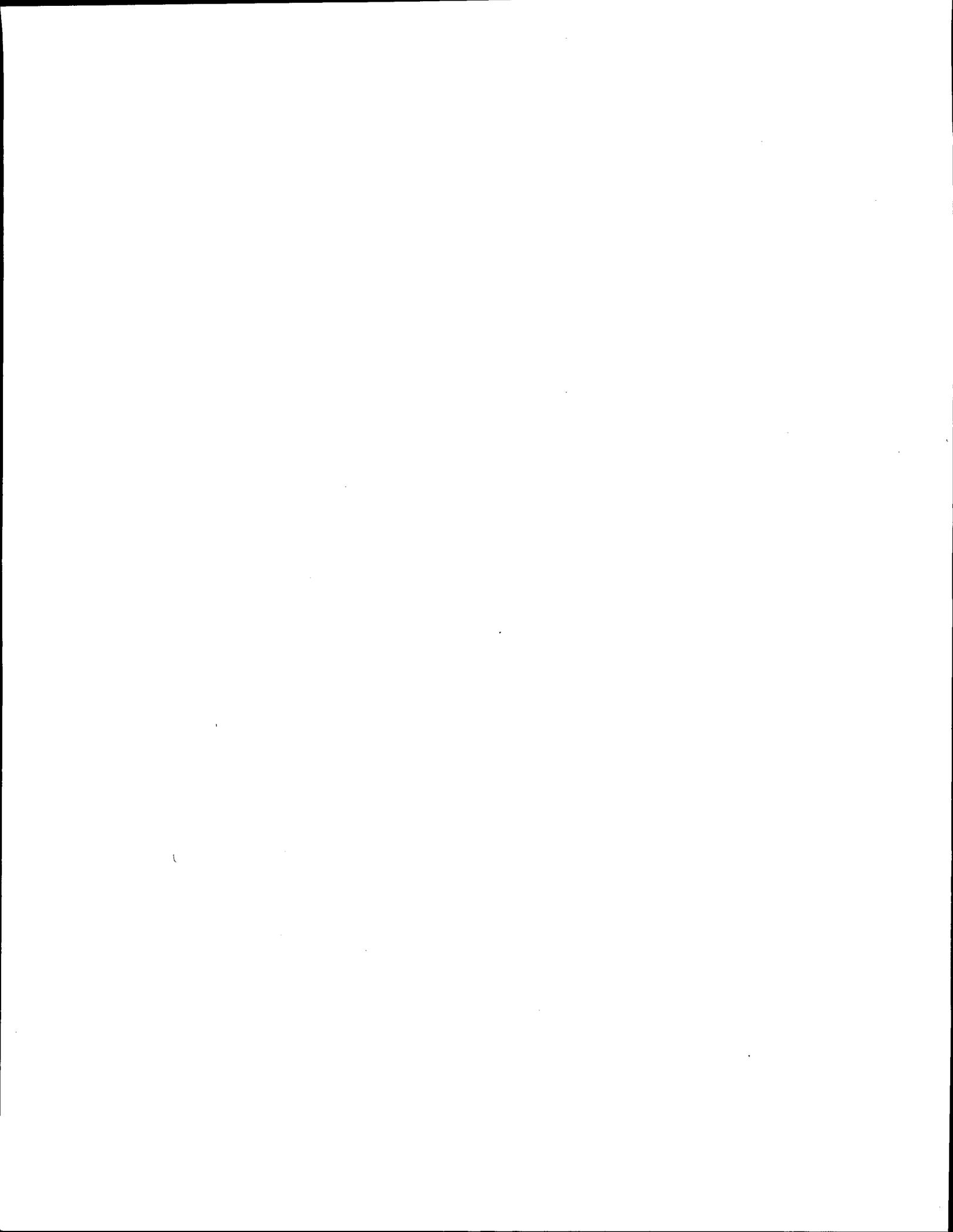
**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

Authorized Signatory

221





*First American  
Title Insurance Company*

**CLTA FORM 104.8 ASSIGNMENT OF MORTGAGE**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures \_\_\_\_\_, "insured assignee", against loss or damage which the insured assignee shall sustain by reason of any of the following matters:

- a. The failure of the beneficial interest under the mortgage referred to in Schedule A to have been transferred to the insured assignee by a valid assignment or assignments;
- b. The existence of any subsisting tax or assessment lien which is prior to the insured mortgage except:
- c. The existence of other matters affecting the validity or priority of the lien of the insured mortgage, other than those shown in the policy, except:
- d. The existence of any federal tax lien or bankruptcy proceeding affecting the title to the estate or interest referred to in Schedule A shown by the public records, other than those shown in the policy, except:

Impairment, loss or failure of title to the beneficial interest transferred to the insured assignee is expressly excluded from the coverage hereof if resulting from:

- a. lack of possession of the original promissory note secured by the insured mortgage, or
- b. the absence from the original promissory note of a proper indorsement to the insured assignee.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Dated:** \_\_\_\_\_

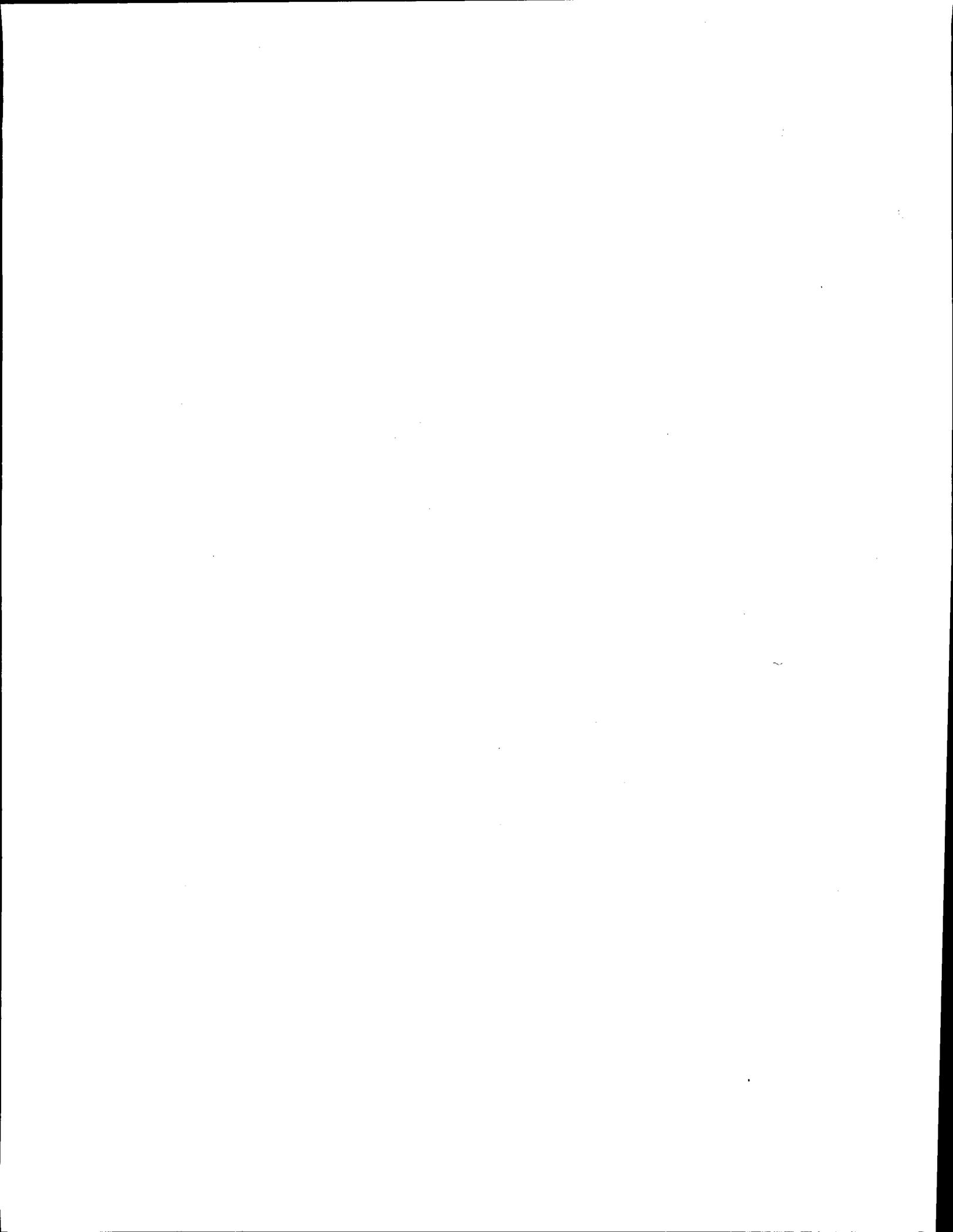
**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 104.8 (Rev. 6-14-96)

*222*



**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures ("Insured Assignee") against loss or damage sustained by the Insured Assignee shall sustain by reason of any of the following matters:

- (a) The failure of the beneficial interest under the Insured Mortgage to have been transferred to the Insured Assignee by a valid assignment or assignments;
- (b) The existence of any subsisting tax or assessment lien that is prior to the Insured Mortgage, except:
- (c) The existence of other matters affecting the validity or priority of the lien of the Insured Mortgage, other than those shown in the policy, except:
- (d) The existence of any federal tax lien or bankruptcy proceeding affecting the Title shown by the Public Records, other than those shown in the policy, except:

Impairment, failure or loss of title to the beneficial interest transferred to the Insured Assignee is expressly excluded from the coverage hereof if resulting from:

- (a) lack of possession of the original promissory note secured by the Insured Mortgage, or
- (b) the absence from the original promissory note of a proper endorsement to the Insured Assignee.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

Authorized Signatory

22A



*First American  
Title Insurance Company*

**CLTA FORM 104.9 ASSIGNMENT OF MORTGAGE**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures \_\_\_\_\_, "insured assignee", against loss or damage which the insured assignee shall sustain by reason of any of the following:

The failure of the beneficial interest under the mortgage referred to in paragraph \_\_\_\_ of Part II of Schedule B to have been transferred to the insured assignee by a valid assignment or assignments;

The existence of any subsisting tax or assessment lien which is prior to the insured mortgage, except:

The existence of other matters shown by the public records affecting the validity or priority of the lien of the insured mortgage, other than those shown in the policy, except:

The existence of any federal tax lien or bankruptcy proceeding affecting the title to the estate or interest referred to in Schedule A shown by the public records, other than those shown in the policy, except:

Impairment, loss or failure of title to the beneficial interest transferred to the insured assignee is expressly excluded from the coverage hereof if resulting from:

lack of possession of the original promissory note secured by the insured mortgage, or

the absence from the original promissory note of a proper indorsement to the insured assignee.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Dated:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 104.9 (Rev. 6-14-96)

225



*First American  
Title Insurance Company*

**CLTA FORM 104.10 ASSIGNMENT OF MORTGAGE**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures \_\_\_\_\_, "insured assignee", against loss or damage which the insured assignee shall sustain by reason of any of the following:

The failure of the beneficial interest under the mortgage referred to in paragraph \_\_\_\_\_ of Schedule \_\_\_\_\_ to have been transferred to the insured assignee by a valid assignment or assignments;

The existence of any reconveyance, either full or partial, of the insured mortgage, or any modification or subordination thereof, appearing in the public records.

Impairment, loss or failure of title to the beneficial interest transferred to the insured assignee is expressly excluded from the coverage hereof if resulting from:

lack of possession of the original promissory note secured by the insured mortgage, or

the absence from the original promissory note of a proper endorsement to the insured assignee.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

**Dated:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 104.10 (Rev. 6-14-96)

ALTA or CLTA - Lender

226

**ENDORSEMENT**

Attached to Policy No.

Issued by

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures \_\_\_\_\_ ("Insured Assignee") against loss or damage sustained by the Insured Assignee by reason of any of the following:

- (a) The failure of the beneficial interest under the Insured Mortgage to have been transferred to the Insured Assignee by a valid assignment or assignments;
- (b) The existence of any reconveyance, either full or partial, of the Insured Mortgage, or any modification or subordination thereof, appearing in the Public Records.

Impairment, failure or loss of title to the beneficial interest transferred to the Insured Assignee is expressly excluded from the coverage hereof if resulting from:

- (a) lack of possession of the original promissory note secured by the Insured Mortgage, or
- (b) the absence from the original promissory note of a proper endorsement to the Insured Assignee.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

Dated:

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

Authorized Signatory

227



*First American  
Title Insurance Company*

**CLTA FORM 104.11 COLLATERAL ASSIGNMENT OF MORTGAGE**

**ENDORSEMENT**

**Attached to Policy No. \_\_\_\_\_**

**Issued By**

***First American Title Insurance Company***

The Company hereby insures \_\_\_\_\_, "insured assignee", against loss or damage which the insured assignee shall sustain by reason of any of the following:

The failure of the beneficial interest under the mortgage referred to in paragraph \_\_\_\_\_ of Schedule \_\_\_\_\_ to have been assigned to the insured assignee as collateral security;

The existence of any reconveyance, either full or partial, of the insured mortgage, or any modification or subordination thereof, appearing in the public records.

Impairment, loss or failure of title to the beneficial interest transferred to the insured assignee is expressly excluded from the coverage hereof if resulting from:

- a. lack of possession of the original promissory note secured by the insured mortgage, or
- b. the absence from the original promissory note of a proper endorsement to the insured assignee.

The liability of the Company under this endorsement shall not exceed the sum of \$ \_\_\_\_\_ and costs which the Company is obligated to pay under the Conditions and Stipulations of the policy; and the total liability of the Company under the policy and any endorsements thereto shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated to pay under the Conditions and Stipulations.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements.

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

***First American Title Insurance Company***

**Authorized Signatory**

CLTA Form 104.11 (Rev. 6-14-96)

228

**ENDORSEMENT**

**Attached to Policy No.**

**Issued by**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

The Company insures ("Insured Assignee") against loss or damage sustained by the Insured Assignee by reason of any of the following:

- (a) The failure of the beneficial interest under the Insured Mortgage to have been assigned to the Insured Assignee as collateral security;
- (b) The existence of any reconveyance, either full or partial, of the Insured Mortgage, or any modification or subordination thereof, appearing in the Public Records.

Impairment, failure or loss of title to the beneficial interest transferred to the Insured Assignee is expressly excluded from the coverage hereof if resulting from:

- (a) lack of possession of the original promissory note secured by the Insured Mortgage, or
- (b) the absence from the original promissory note of a proper endorsement to the Insured Assignee.

The liability of the Company under this endorsement shall not exceed the sum of \$ \_\_\_\_\_ and costs that the Company is obligated to pay under the Conditions of the policy; and the total liability of the Company under the policy and any endorsements thereto shall not exceed, in the aggregate, the Amount of Insurance and any costs that the Company is obligated to pay under the Conditions.

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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**Dated:**

**By:** \_\_\_\_\_  
**Authorized Signatory**

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