



F.A. FORM 22.1 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest;
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by changes in the rate of interest; and
3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage or the Merrill Lynch Equity Access Agreement ("Agreement") provided, however, that no coverage is given by this paragraph 3 as to any advance made (i) after the Insured has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage; (ii) during any period in which an Event of Default exists under the terms of the insured mortgage, (iii) more than 10 days after notice of exercise of the call option provided for in the Agreement has been given, or (iv) after the specified date in a notice of cancellation given by the Insured pursuant to the Agreement, with respect to any sale, transfer, lien, encumbrance or other matter of which the Insured has actual knowledge on the date of such advance.

The Company agrees with the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in Paragraph 8(b) of the conditions and stipulations of the policy for the purpose of limiting liability under the provisions of that paragraph.

This endorsement does not insure against loss or damage based upon:

1. usury;
2. any consumer credit protection or Truth-in-Lending law;
3. Federal tax liens;
4. Bankruptcies appearing in the public records affecting the estate of the vestee prior to the date of such advances;
5. Environmental protection liens; or
6. Taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.



*First American
Title Insurance Company*

For purposes of this endorsement, the following terms shall be defined as follows:

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

"Advances" shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which: (i) a check is drawn on the account established by the Agreement (represented by the date appearing on the check); or (ii) the Insured pursuant to its contractual obligations under the Agreement authorizes a charge for the benefit of an individual authorized to incur charges under/on the credit card issued to such an individual to the account established by the Agreement; or (iii) a credit card charge is actually made; or (iv) an advance is otherwise made pursuant to the Agreement.

This policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the face amount of the policy) notwithstanding the fact that prior advances may have been made and previously repaid.

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 that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. Except as modified by the provisions hereof, this endorsement neither modifies any of the terms and provisions of the policy or any prior endorsements, nor does it extend the effective date of the policy or any prior endorsements, nor does it increase the face amount thereof.

Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 22.1 (Rev. 3/99)

(FATIC 707)

ALTA Loan Policy (1970, 1984)

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*First American
Title Insurance Company*

F.A. FORM 22.1.A REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest;
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by changes in the rate of interest; and
3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage or the Merrill Lynch Equity Access Agreement ("Agreement"); provided, however, that no coverage is given by this paragraph 3 as to any advance made (i) after the Insured has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage; (ii) during any period in which an Event of Default exists under the terms of the insured mortgage; (iii) more than 10 days after notice of exercise of the call option provided for in the Agreement has been given; or (iv) after the specified date in a notice of cancellation given by the Insured pursuant to the Agreement, with respect to any sale, transfer, lien, encumbrance or other matter of which the Insured has actual knowledge on the date of such advance.

The Company agrees with the Insured that the advances described above shall not constitute "indebtedness created subsequent to Date of Policy", as referred to in Paragraph 8(d)(i) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions of that paragraph.

This endorsement does not insure against loss or damage based upon:

1. usury;
2. any consumer credit protection or Truth-in-Lending law;
3. Federal tax liens;
4. Bankruptcies appearing in the public records affecting the estate of the vestee prior to the date of such advances;
5. Environmental protection liens; or
6. Taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

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*First American
Title Insurance Company*

For purposes of this endorsement the following terms shall be defined as follows:

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

"Advances" shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which: (i) a check is drawn on the account established by the Agreement (represented by the date appearing on the check); or (ii) the Insured pursuant to its contractual obligations under the Agreement authorizes a charge for the benefit of an individual authorized to incur charges under/on the credit card issued to such an individual to the account established by the Agreement; or (iii) a credit card charge is actually made; or (iv) an advance is otherwise made pursuant to the Agreement.

This policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the face amount of the Policy) notwithstanding the fact that prior advances may have been made and previously repaid.

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 that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. Except as modified by the provisions hereof, this endorsement neither modifies any of the terms and provisions of the Policy or any prior endorsements, nor does it extend the effective date of the Policy or any prior endorsements, nor does it increase the face amount thereof.

Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 22.1.A (Rev. 3/99)

(FATIC 707)

1992 ALTA LENDER

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*First American
Title Insurance Company*

F.A. FORM 23 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby agrees with the Insured that advances made subsequent to the Date of Policy pursuant to the terms of the " _____ ", which are secured by the insured mortgage, shall be included within the coverage of this Policy not to exceed the amount of Insurance stated in Schedule A, provided that the vestee is the owner of the estate or interest covered by the policy at the date any such advances are made and subject to the limitations hereinafter set forth.

The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of the subsequent advances not having the same priority over liens, encumbrances and other matters disclosed by the public records as do advances secured by the insured mortgage as of Date of Policy, except for the following matters, if any, disclosed by the public records subsequent to Date of Policy:

Federal tax liens;

Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of the advances if the advances are made subsequent to the occurrence of the event of default under the terms of the insured mortgage and prior to a cure of the default;

Bankruptcies affecting the estate or interest of the vestee prior to date of the advances;

Environmental protection liens; and

Taxes or assessments of any taxing authority that levies taxes or assessments on real property.

This endorsement is made a part of the policy and is subject to all 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 prior endorsements, if any, nor does it extend the effective date of the policy and prior endorsements nor does it increase the face amount thereof.

Date: _____

First American Title Insurance Company

By: _____

Authorized Signatory

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F.A. FORM 25 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

1. The Company agrees with the Insured that advances made subsequent to the date of this Policy pursuant to the terms of the _____ ("Agreement"), which are secured by the insured mortgage, shall be included within the coverage of the Policy, not to exceed the face amount of the Policy, provided that said vestee is the owner of the estate or interest covered by said Policy at the date any such advances are made and subject to the limitations hereinafter set forth.
2. The Company insures the Insured against loss or damage sustained or incurred by reason of:
 1. Subsequent advances not having the same priority over liens, encumbrances and other matters disclosed by the public records as advances secured by the insured mortgage as of Date of Policy, except for the following matters, if any, disclosed by the public records subsequent to the Date of Policy:
 1. Federal tax liens;
 2. Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of such advances, if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of such default;
 3. Bankruptcies affecting the estate or interest of the vestee prior to date of such advances; and
 4. Taxes or assessments of any taxing authority that levies taxes or assessments on real property.
 2. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions of the Agreement which provide for changes in the rate of interest; and
 3. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement, together with interest as changed in accordance with the provisions of the Agreement, which loss of priority is caused by said changes in the rate of interest.
3. The Company agrees with the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) if this is an ALTA Loan Policy, or paragraph 6(a)(iii) if this is a CLTA Standard Coverage Policy, of the Conditions and Stipulations of the Policy for the purpose of limiting liability under the provisions thereof.
This endorsement also does not insure against loss or damage based upon:
 - a. Usury;

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**First American
Title Insurance Company**

- b. Any consumer credit protection or Truth-in-Lending law; or
- c. Environmental protection liens.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Agreement.

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 that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage if this is an ALTA Loan Policy or paragraph 9(d) of Part I, Schedule B, if this is a CLTA Standard Coverage Policy. 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

F.A. Form 25 (Rev. 3/99)

(CLTA/1970, 1984 ALTA Loan Policies)

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F.A. FORM 25.A REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

1. The Company agrees with the Insured that advances made subsequent to the date of Policy pursuant to the terms of the _____ ("Agreement"), which are secured by the insured mortgage, shall be included within the coverage of the Policy, not to exceed the Amount of Insurance stated in Schedule A, provided that said vestee is the owner of the estate or interest covered by said policy at the date any such advances are made and subject to the limitations hereinafter set forth.
2. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of the failure of subsequent advances to have the same priority over liens, encumbrances and other matters disclosed by the public records as advances secured by the insured mortgage as of Date of Policy, except for the following matters, if any, disclosed by the public records subsequent to the Date of Policy:
 - a. Federal tax liens;
 - b. Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of such advances, if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of such default;
 - c. Bankruptcies affecting the estate or interest of the vestee prior to date of such advances; and
 - d. Taxes or assessments of any taxing authority that levies taxes or assessments on real property.
3. The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of:
 - a. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions of the Agreement which provide for changes in the rate of interest; and
 - b. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement, together with interest as changed in accordance with the provisions of the Agreement, which loss of priority is caused by said changes in the rate of interest.
4. The Company agrees with the Insured that the advances described above shall not constitute "indebtedness created subsequent to Date of Policy", as referred to in paragraph 8(d)(i) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof. This endorsement also does not insure against loss or damage based upon:
 1. usury;

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*First American
Title Insurance Company*

2. any consumer credit protection or Truth-in-Lending law; or
3. Environmental protection liens.

"Changes in the rate of interest", as used in this endorsement shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Agreement.

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 that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. 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

F.A. Form 25.A (Rev. 3/99)

(1992 ALTA LENDER)



*First American
Title Insurance Company*

F.A. FORM 26 REVOLVING CREDIT LOAN - OPTIONAL ADVANCE

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby agrees with the Insured that advances made subsequent to the Date of Policy pursuant to the terms of the " _____ ", which are secured by the insured mortgage, shall be included within the coverage of this Policy not to exceed the Amount of Insurance stated in Schedule A, provided that the vestee is the owner of the estate or interest covered by the policy at the date any such advances are made and subject to the limitations hereinafter set forth.

The Company further insures the Insured against loss or damage sustained or incurred by the Insured by reason of the subsequent advances not having the same priority over liens, encumbrances and other matters disclosed by the public records as do advances secured by the insured mortgage as of Date of Policy, except for the following matters, if any, occurring subsequent to Policy date:

1. Federal tax liens;
2. Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of the advances;
3. Bankruptcies affecting the estate or interest of the vestee prior to date of the advances; and
4. Taxes or assessments of any taxing authority that levies taxes or assessments on real property.

This endorsement does not insure against loss or damage based upon:

1. any consumer credit protection or truth-in-lending law; or
2. environmental protection liens.

This endorsement is made a part of the Policy and is subject to all 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 prior endorsements, if any, nor does it extend the effective date of the Policy and prior endorsements nor does it increase the face amount thereof.

Date: _____

First American Title Insurance Company

Authorized Signatory

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*First American
Title Insurance Company*

F.A. Form 26 (Rev. 3/99)

CLTA or ALTA Lender

Revolving Credit Loan Endorsement

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*First American
Title Insurance Company*

F.A. FORM 27 ENVIRONMENTAL LIEN, 1984 POLICY

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

Notwithstanding the provisions of Exclusions From Coverage in Paragraph 1(b) and (d), the Company hereby insures the owner of the indebtedness secured by insured mortgage against loss or damage sustained or incurred by the Insured by reason of the recording, at Date of Policy, of a lien on the land or notice of lien pursuant to the provisions of _____ in the records where recording is required by reason of such statute.

This endorsement is made a part of the Policy and is subject to all terms and provisions thereof and of any prior endorsements. 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

F.A. Form 27 (Rev. 3/99)

(Eff. date May 28, 1984)

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*First American
Title Insurance Company*

F.A. FORM 27.1 EXCLUSIONS FROM COVERAGE, 1984 POLICY

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

This policy is hereby amended by deleting from the Schedules of Exclusions From Coverage paragraphs 1 and 2 and substituting in lieu thereof the following:

The following matters are expressly excluded from the coverage of this policy:

- a. Governmental police power.
 - b. Any law, ordinance or governmental regulation relating to environmental protection.
 - c. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.
 - d. The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens of other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the office of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.

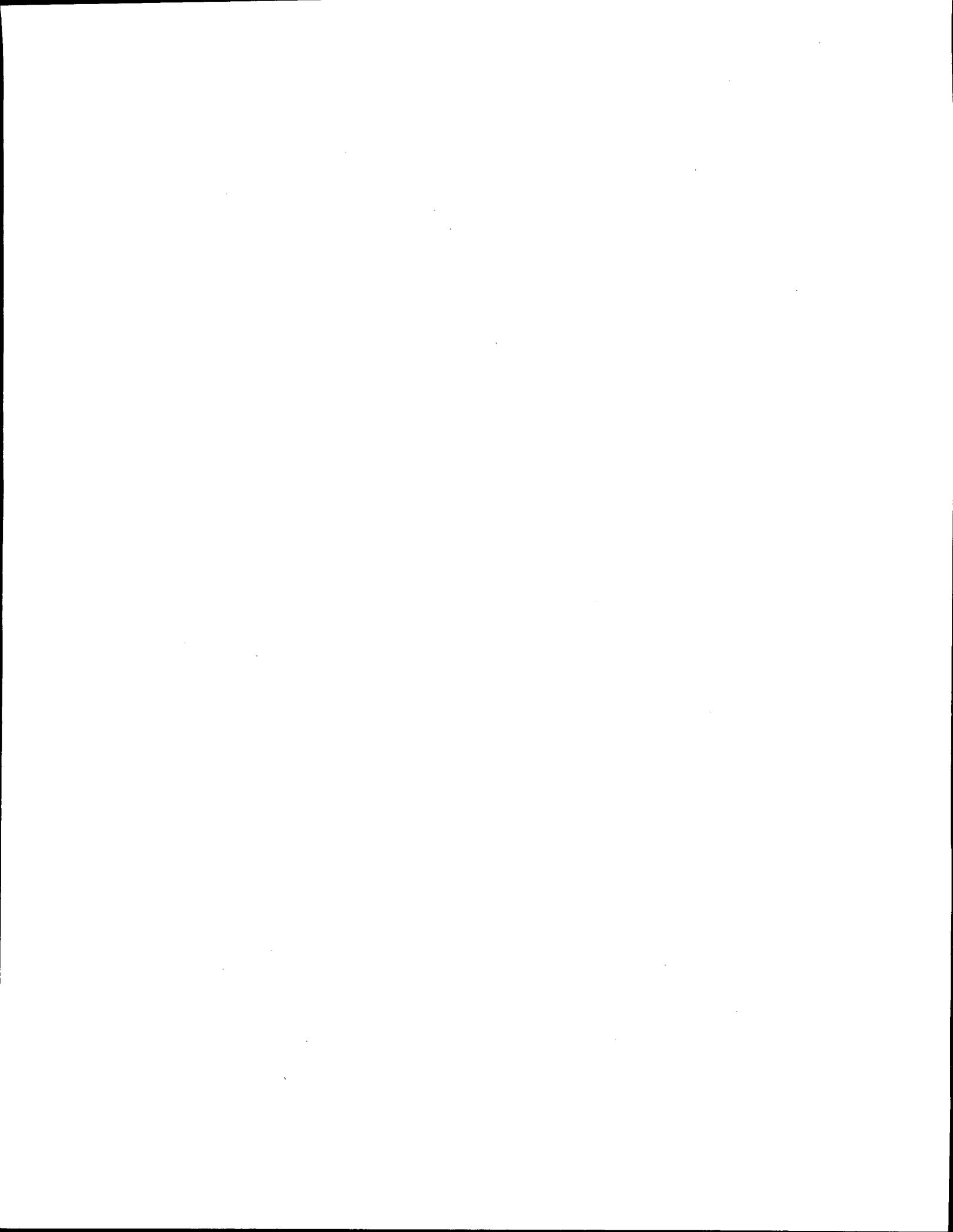
The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

This endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.

Dated: _____

Date: _____





*First American
Title Insurance Company*

First American Title Insurance Company

Authorized Signatory

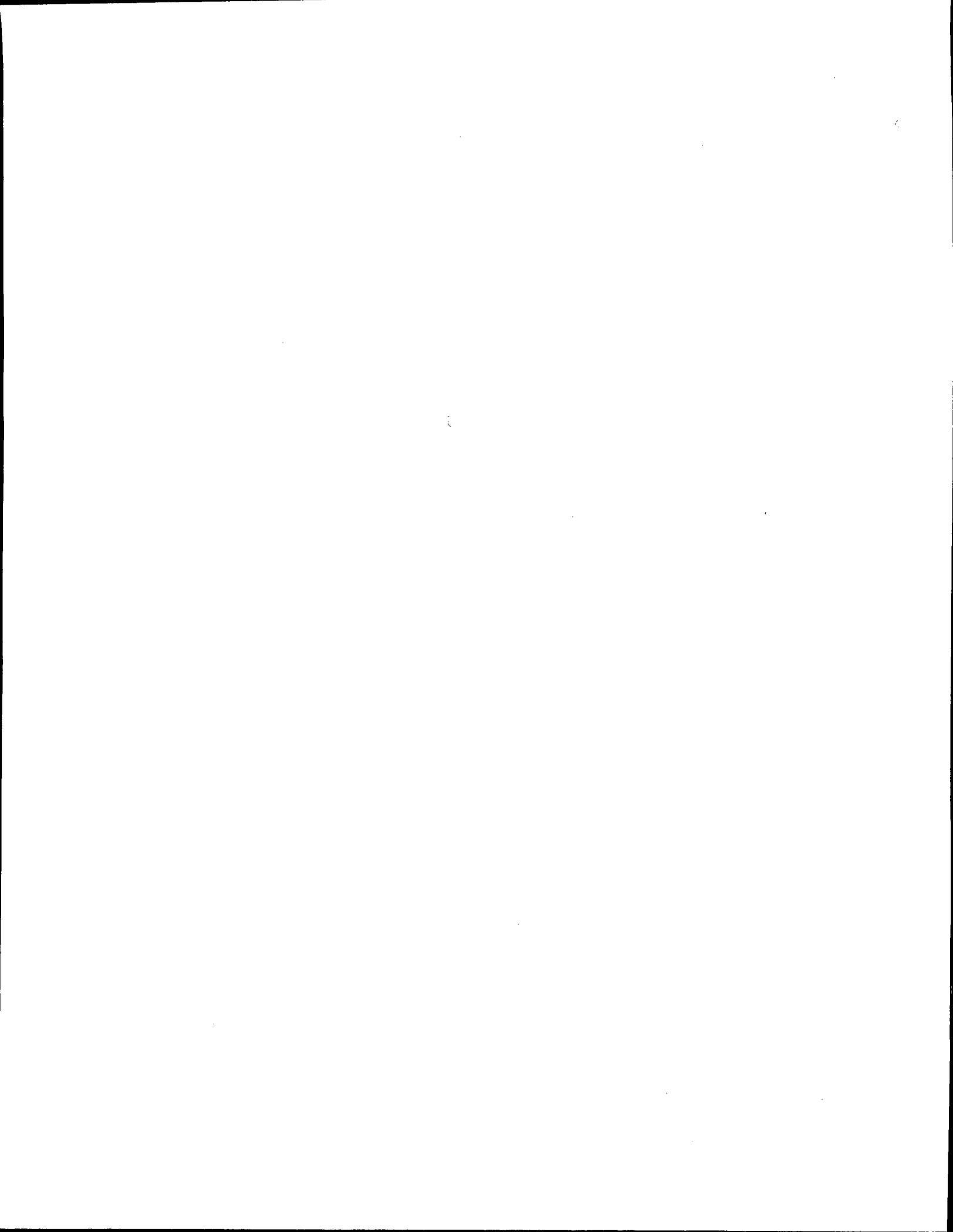
Amendments to Exclusions 1 and 2 to ALTA Policy - 1970 (REV. 10-17-70 and 10-17-84)

F.A. Form 27.1

(F.A. Eff. Date 12/26/84)

ALTA Loan Policy (1984)

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*First American
Title Insurance Company*

F.A. FORM 28 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

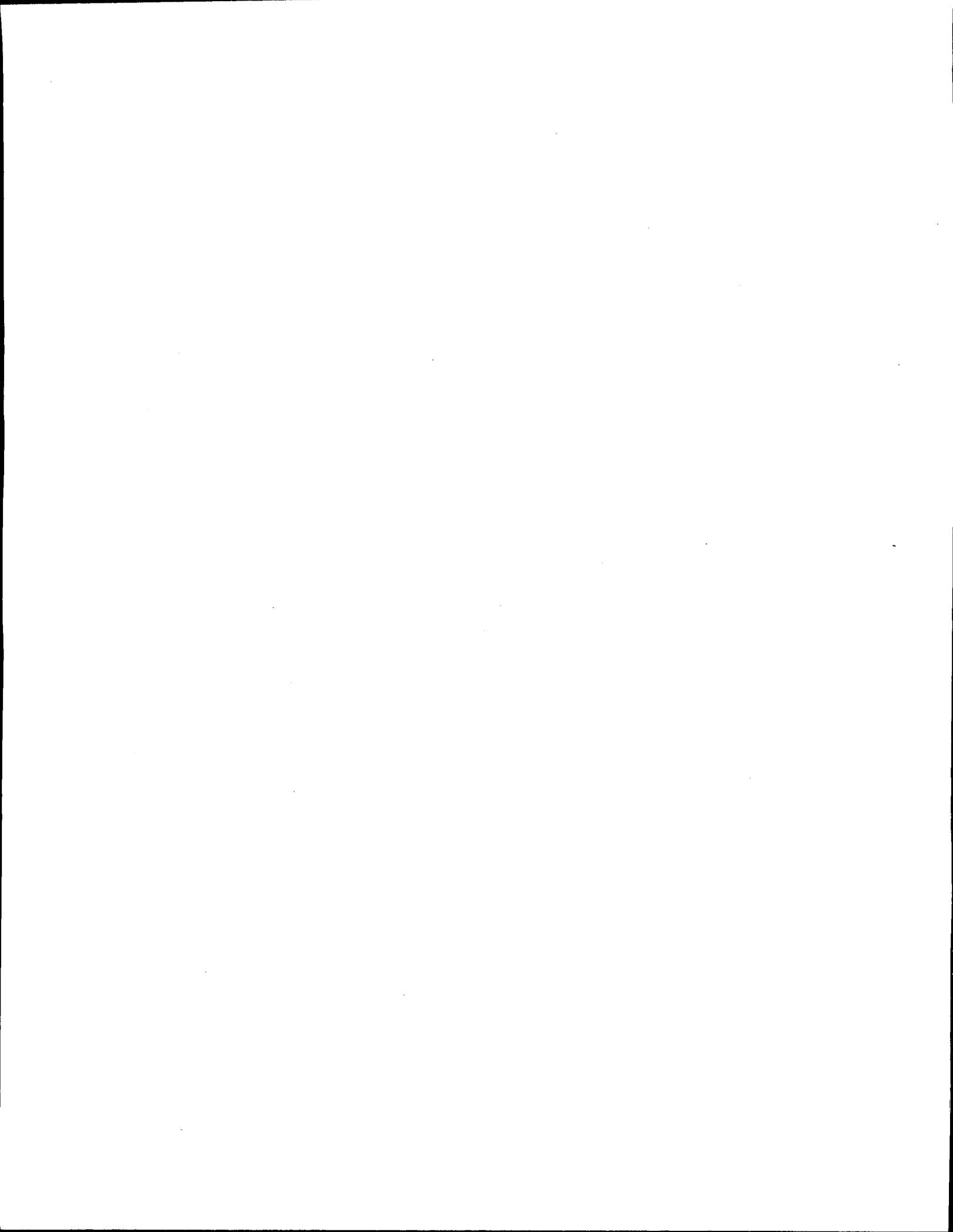
The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions contained in the _____ ("Agreement") secured thereby which provide for changes in the rate of interest;
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement together with interest as changed in accordance with the provisions of the Agreement, which loss of priority is caused by said changes in the rate of interest;
3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage or the Agreement; provided, however, that no coverage is given by this paragraph 3 as to any advance made (i) after the Insured has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage, or (ii) as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of such advance if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of such default; and
4. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes after the terms or conditions of the Agreement are changed in accordance with the Agreement (and all interest charged thereon); provided, however, that no coverage is given by this paragraph 4 as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance made (or the charging of interest on advances) after any such change to the extent that any such advance (or interest charged thereon) is greater as a result of such change than such advance (or interest charged thereon) would have been absent such change.

The Company agrees with the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) if this is an ALTA Loan Policy, or Paragraph 6(1) (iii) if this is a CLTA Standard Coverage Policy, of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

The Policy is hereby amended by deleting therefrom subparagraph (a) of paragraph 5 of the insuring provisions on the first page of the Policy.

This endorsement does not insure against loss or damage based upon:





*First American
Title Insurance Company*

1. any consumer credit protection or Truth-in-Lending law;
2. environmental protection liens; or
3. taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

For purposes of this endorsement, and notwithstanding any terms or provisions in this policy to the contrary, the following terms shall be defined as follows:

"Advances" shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which and at the time when the Insured either honors a check drawn by Vestee (as shown in paragraph 3 of Schedule A of this policy) on the account established by the Agreement or authorizes a charge for the benefit of Vestee under/on the credit card issued to Vestee pursuant to the Agreement, or a credit card charge is actually made, or an advance is otherwise made pursuant to said Agreement.

"Changes in the rate of interest", as used in of this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Agreement.

This policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the Amount of Insurance) notwithstanding the fact that prior advances may have been made and previously repaid.

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 that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage if this is an ALTA Loan Policy or paragraph 9(d) of Part I, Schedule B, if this is a CLTA Standard Coverage Policy. 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: _____

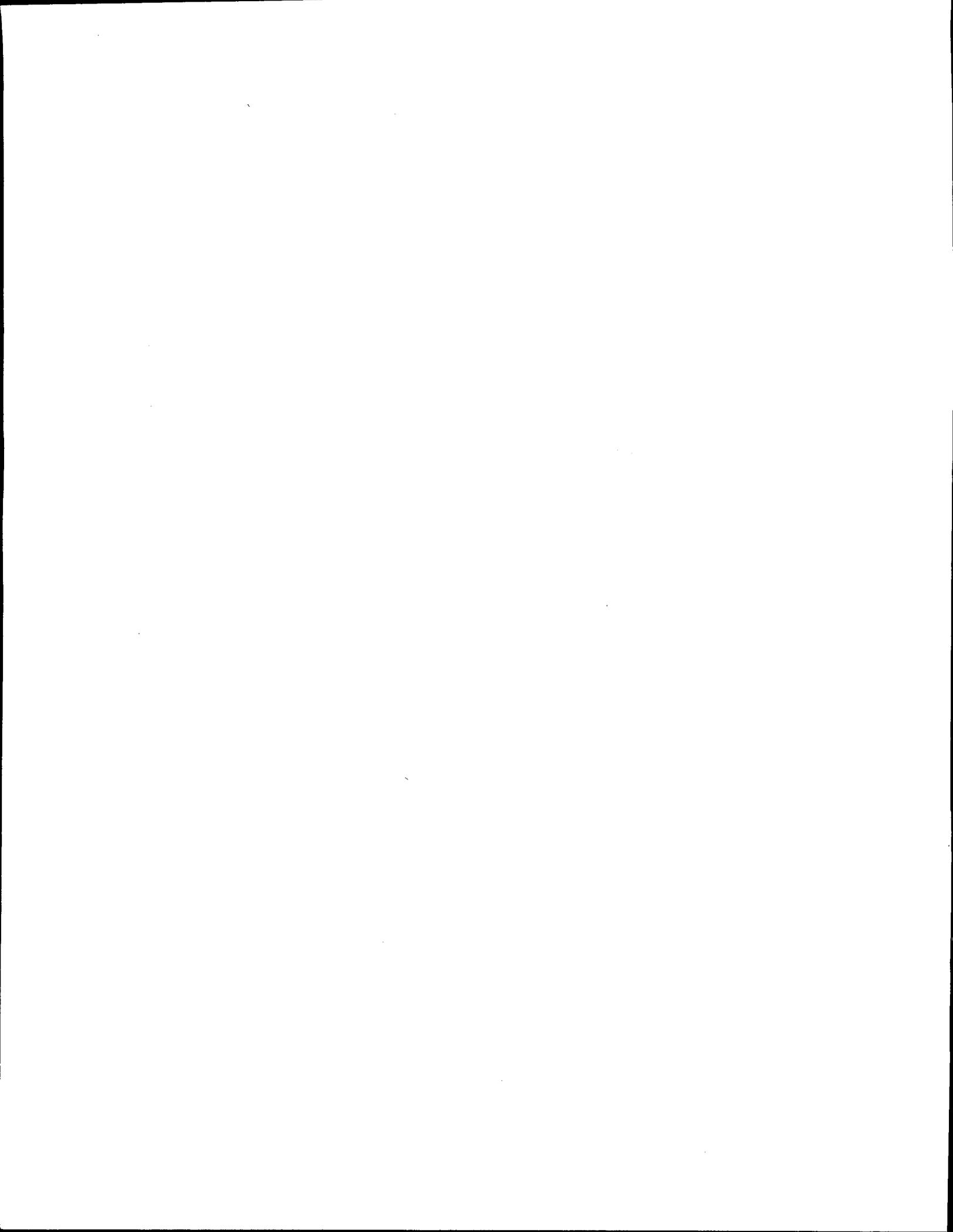
First American Title Insurance Company

Authorized Signatory

F.A. Form 28 (Rev. 3/99)

ALTA Loan Policy (1970, 1984)

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*First American
Title Insurance Company*

F.A. FORM 28.A REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained or incurred by the Insured by reason of:

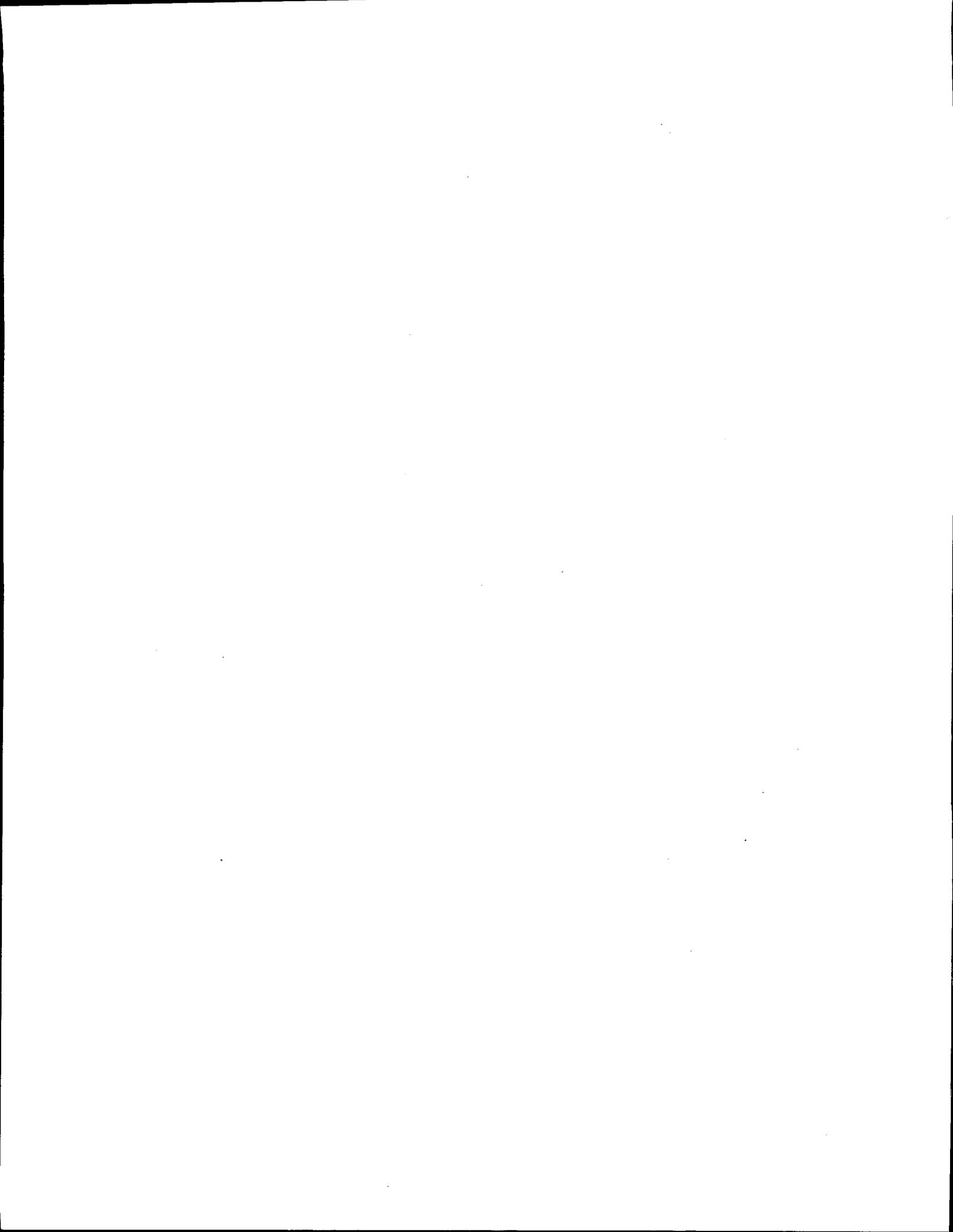
1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions contained in the _____ ("Agreement") secured thereby which provide for changes in the rate of interest;
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan evidenced by the Agreement together with interest as changed in accordance with the provisions of the Agreement, which loss of priority is caused by the changes in the rate of interest;
3. Loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes pursuant to the provisions of the insured mortgage or the Agreement; provided, however, that no coverage is given by this paragraph 3 (i) as to any advance made after the Insured has actual knowledge of any sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage; or (ii) as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance if the advance is made subsequent to the occurrence of a default (of which the Insured has actual knowledge) under the terms of the Agreement and prior to the cure by the vestee or waiver by the Insured of the default; and
4. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance which the Insured makes after the terms or conditions of the Agreement are changed in accordance with the Agreement (and all interest charged thereon); provided, however, that no coverage is given by this paragraph 4 as to liens, encumbrances or other matters affecting title, the existence of which is actually known to the Insured prior to the date of an advance made (or the charging of interest on advances) after any change to the extent that any advance (or interest charged thereon) is greater as a result of the change than the advance (or interest charged thereon) would have been absent the change.

The Company further agrees with the Insured that the advances described above shall not constitute "indebtedness created subsequent to Date of Policy", as referred to in paragraph 8(d)(i) of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

The Policy is hereby amended by deleting therefrom paragraph 5 of the Exclusions from Coverage and substituting therefore the following:

1. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon any consumer credit protection or Truth-in-Lending law.

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*First American
Title Insurance Company*

This endorsement does not insure against loss or damage based upon:

- a. any consumer credit protection or Truth-in-Lending law;
- b. environmental protection liens; or
- c. taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

For purposes of this endorsement, the following terms shall be defined as follows:

"Advances" shall mean extensions of credit under and pursuant to the terms and provisions of the Agreement. An extension of credit shall occur on the date on which and at the time when the Insured either honors a check drawn by Vestee (as shown in Paragraph 3 of Schedule A of this policy) on the account established by the Agreement or authorizes a charge for the benefit of Vestee under/on the credit card issued to Vestee pursuant to the Agreement, or a credit card charge is actually made, or an advance is otherwise made pursuant to the Agreement.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the Agreement.

This Policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the Amount of Insurance) notwithstanding the fact that prior advances may have been made and previously repaid.

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 that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage of the Policy. 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.

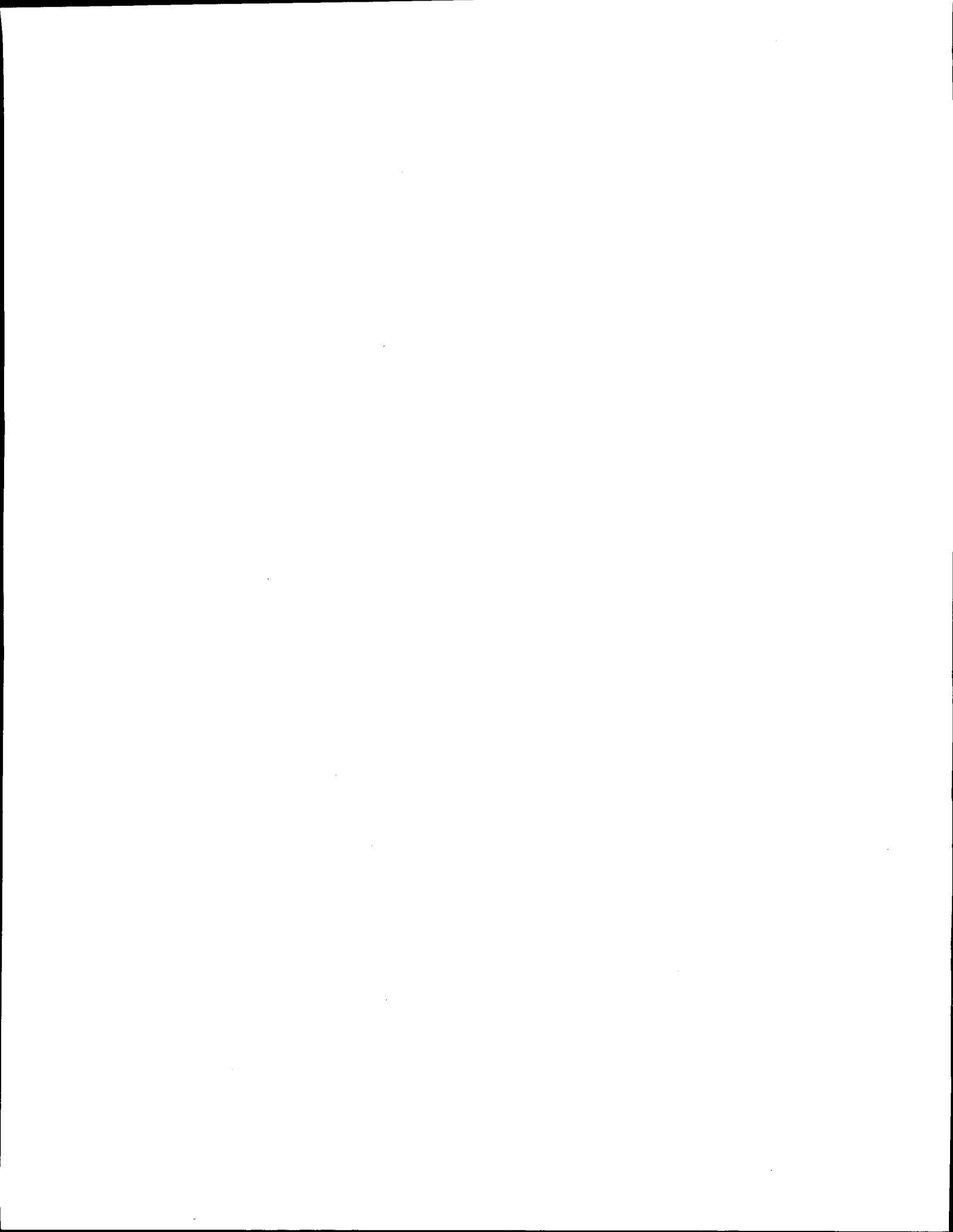
Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 28.A (Rev. 3/99)

(1992 ALTA Lenders)





F.A. FORM 28.1 REVOLVING CREDIT LOAN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained or incurred by the Insured by reason of:

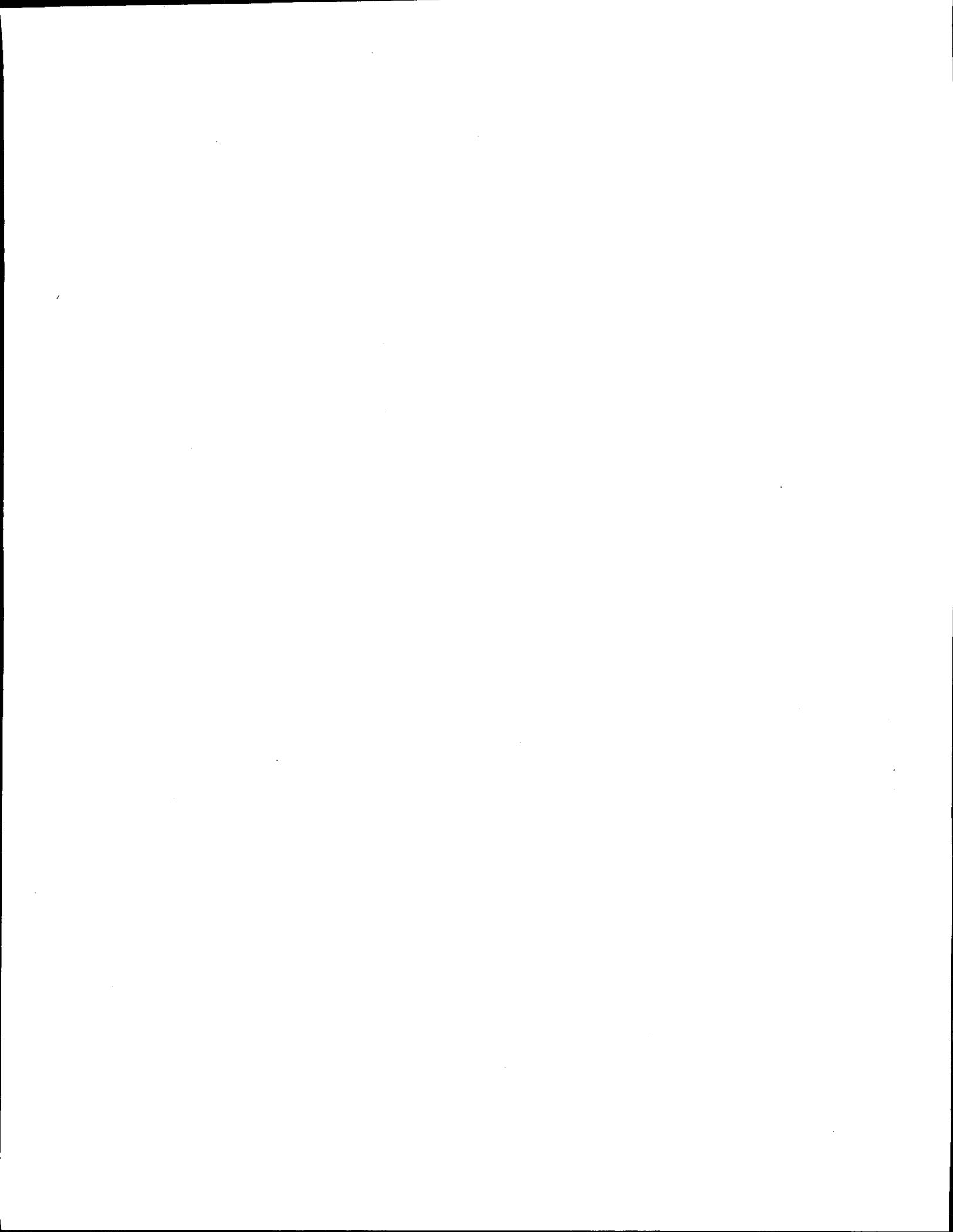
1. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as security for the obligations under the Credit Agreements together with interest as changed in accordance with the provisions of the Credit Agreements, which invalidity, unenforceability or loss of priority is caused by the provisions contained in the Credit Agreements providing for making advances including those made on a revolving basis and changes in the rate of interest. "Changes in the rate of interest", as used in this paragraph shall mean only those changes in the rate of interest provided for in the Credit Agreements;
2. Loss of priority of the lien of the insured mortgage or mortgages as to each and every advance, including any advance made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or mortgages or the Credit Agreements; provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including liens provided in California Civil Code Sections 3082 through 3268, as amended from time to time) the existence of which is actually known to the Insured prior to the date of an advance if the advance is made subsequent to the occurrence of a material default (of which the Insured has actual knowledge) under the terms of the Credit Agreements and prior to the cure of the default or express or implied waiver by the Insured of the default; and
3. The invalidity, unenforceability or loss of priority of the lien of the insured mortgage as to each and every advance, including those made on a revolving basis, which the Insured makes pursuant to the provisions of the insured mortgage or mortgages or Credit Agreements after the terms or conditions of the Credit Agreements are changed in accordance with the agreements (and all interest charged thereon); provided, however, that no coverage is given as to liens, encumbrances or other matters affecting title (but not including liens provided in California Civil Code Section 3082 through 3268, as amended from time to time) the existence of which is actually known to the Insured prior to the date of any change.

The Company agrees with the Insured that the advances described above shall not constitute "additional principal indebtedness", as referred to in paragraph 8(b) if this is an ALTA Loan Policy, or paragraph 6(a) (iii) if this is a CLTA Standard Coverage Policy, of the conditions and stipulations of the Policy for the purpose of limiting liability under the provisions thereof.

The Policy is hereby amended by deleting therefrom subparagraph (a) of paragraph 5 of the insuring provisions on the first page of the Policy.

This endorsement does not insure against loss or damage based upon:

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*First American
Title Insurance Company*

1. any consumer credit protection or Truth-in-Lending law;
2. environmental protection liens; or
3. taxes or assessments of any taxing authority that levies taxes or assessments on real property which become a lien subsequent to Date of Policy.

For purposes of this endorsement, the following terms shall be defined as follows:

"Advances" shall mean extensions of credit on a revolving basis or otherwise including amounts (not to exceed in the aggregate \$20,000,000.00 outstanding at any one time) of issued but undrawn letters of credit under the Credit Agreements. An extension of credit shall occur on the date on which and at the time when, in accordance with the Credit Agreements, the Insured issues letters of credit, disburses funds to the account or accounts established in connection with the Credit Agreements or honors a check properly drawn on an account established pursuant to the Credit Agreements;

"Borrower" shall mean Barratt American Incorporated and its related corporate predecessors in interest; and

"Credit Agreements" shall mean that certain Credit Agreement dated _____ between the Insured and the Borrower, as extended, renewed, revised, or modified in writing from time to time, as well as any other successor credit agreements between the Insured and the Borrower, which supersede the April 9, 1983 Credit Agreement, as extended, renewed, revised or modified in writing from time to time.

This Policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the Amount of Insurance) notwithstanding the fact that prior advances may have been made and previously repaid.

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 that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions from Coverage if this is an ALTA Loan Policy or paragraph 9(d) of Part 1, Schedule B, if this is a CLTA Standard Coverage Policy. 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. This endorsement does not increase the face amount of the Policy.

Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 28.1 (Rev. 3/99)

ALTA Loan Policy (1970, 1984)

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