



*First American  
Title Insurance Company*

**F.A. FORM 37 COINSURANCE CLAUSE**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company acknowledges and agrees that only for the purpose of the Company applying Paragraph 7(b)(i) of the Conditions and Stipulations of the Policy (coinsurance - no subsequent improvement), the Insured has purchased a sufficient amount of insurance evidenced by the policy so that coinsurance under Paragraph 7(b)(i) does not apply.

This endorsement is neither to be construed as insuring the value of the land nor insuring that the amount of insurance in Schedule A is equal to 80 percent or more of the value of the Insured estate or interest or the full consideration paid for the land, whichever is less.

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**

Coinsurance Endorsement

F.A. Form 37 (ALTA OWNERS)

(Amended 12/87)

ALTA Owner's Policy (1987 or Later)

580



*First American  
Title Insurance Company*

**F.A. FORM 38 ARBITRATION CLAUSE, MODIFICATION**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

Paragraph 14 of the Conditions and Stipulations of the Policy, requiring arbitration, is hereby amended to read:

Unless prohibited by applicable law, arbitration, pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association, may be demanded if agreed to by both the Company and the Insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Insured and the Company arising out of or related to the policy, any service of the Company in connection with its issuance or breach of a Policy provision or other obligation.

Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy, shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the Land shall apply to any arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

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**

F.A. Form 38 (Rev. 3/99)

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*First American  
Title Insurance Company*

**F.A. FORM 38.1 ARBITRATION CLAUSE, MODIFICATION**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

Paragraph 8 of the Conditions in your policy is amended by this endorsement. Paragraph 8 allows arbitration and is amended to read:

If it is permitted in your state, you and the Company may together agree to arbitration. The Arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

"The arbitration award may:

include attorneys' fees if allowed by state law.

be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in arbitration is the law of the place where the land is located.

You can get a copy of the Rules from the Company.

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**

Arbitration Endorsement

1987 ALTA Residential Plain Language Policy

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*First American  
Title Insurance Company*

**F.A. FORM 39 ARBITRATION CLAUSE, MODIFICATION**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

Paragraph 13 of the Conditions and Stipulations of the Policy, requiring arbitration, is hereby amended to read:

Unless prohibited by applicable law, arbitration, pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association, may be demanded if agreed to by both the Company and the Insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Insured and the Company arising out of or related to the Policy, any service of the Company in connection with its issuance or breach of a policy provision or other obligation.

Arbitration pursuant to this Policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy, shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the Land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

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

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 39 (Rev. 3/99)

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*First American  
Title Insurance Company*

**F.A. FORM 40 ENVIRONMENTAL LIENS, NON-RESIDENTIAL**

**ENDORSEMENT**

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

Issued By

***First American Title Insurance Company***

The Company insures the Insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- a. any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- b. any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

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**

F.A. Form 40

Environmental Protection Lien

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*First American  
Title Insurance Company*

**F.A. FORM 41 ASSIGNMENT OF MORTGAGE**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

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

1. The beneficial interest under the mortgage referred to in paragraph \_\_\_\_ of schedule \_\_\_\_\_ not having been transferred to the Insured by valid assignment or assignments recorded \_\_\_\_\_;
2. There being subsisting tax or assessment liens which are prior to the insured mortgage:
3. The existence of matters affecting the validity or priority of the lien of said mortgage, other than those shown in said Policy;
4. The existence of United States tax liens or bankruptcy proceedings affecting the title to said estate or interest shown by the public records, other than those shown in said Policy;
5. The existence of amendments to the matters shown in Schedule A of said Policy; and
6. The existence of additions to the matters shown in Schedule B Part II of said Policy.

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**

F.A. Form 41 (Rev. 3/99)

ALTA - Lender

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**F.A. FORM 42 RESTRICTIONS, ENCROACHMENTS & MINERALS**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company 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. There being, at Date of Policy, covenants, conditions or restrictions under which the lien of mortgage referred to Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
2. Unless expressly excepted in Schedule B:
  - a. There being, at Date of Policy, present violation on the land of any enforceable covenants, conditions or restrictions, or violation by an existing improvements on the land of any building setback lines shown on a plat of subdivision recorded or filed in the public records
  - b. There being, at Date of Policy, any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which , in addition (i) establish an easement on the land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
  - c. There being, at Date of Policy, any encroachment of existing improvements located on the land onto adjoining land, nor any encroachment onto the land of existing improvements located on adjoining land.
  - d. There being, at Date of Policy, any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
  - e. There being, at Date of Policy, any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
3. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the Insured, provided the violation results in:
  - a. Invalidity, loss of priority, or unenforceability of the lien of the insured mortgage; or
  - b. loss of title to the estate or interest in the land if the Insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.
4. Damage to existing improvements, including lawns, shrubbery or trees:

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*First American  
Title Insurance Company*

- a. which are located on or encroach upon that portion of the land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved;
  - b. Resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
5. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
  6. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the public records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 2(a) and 6, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and 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**

F.A. Form 42 (Rev. 3/99)

CLTA Form 100.2 (Revised 3/27/92)

ALTA Form 9 (Restrictions, Encroachments, Minerals)

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*First American  
Title Insurance Company*

**F.A. FORM 43 EASEMENTS IN DECLARATION**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

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

1. The invalidity of any easements which are appurtenant to and run with the land, as set forth in the Declaration of Covenants, Conditions and Restrictions and Grants of Easements ("Declaration") set forth as item No. \_\_\_\_\_ of Schedule \_\_\_\_\_ of the Policy.
2. The invalidity of the execution and recording of the Declaration.
3. Except as set forth in Schedule B, the Declaration being subordinated to any interest, amended, altered or terminated by any document recorded in the public records;
4. The interference with the rights of the Insured to use the land and appurtenant easements by any third party beneficiary of the Declaration or by any party claiming by, through or under any holder of a leasehold interest in the land covered by the Declaration, except as to the rights of others to use the common areas described in the Declaration, in common with the Insured.

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**

F.A. Form 43 (Rev. 3/99)

ALTA EXTENDED OWNERS POLICY

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*First American  
Title Insurance Company*

**F.A. FORM 43.1 LEASEHOLD - INTERFERENCE IN USE**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the Insured against loss or damage sustained or incurred by the Insured by reason of interference with the Insured's use and enjoyment of the leasehold estate in the land referred to in Schedule A of the Policy, including any easement rights granted to the Insured and described in Schedule A of the Policy, resulting from provisions contained in any agreement, covenant, condition or restriction contained in any other lease, amendments or addendums thereto, or deeds, easements, covenants, conditions or restrictions, except:

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**

F.A. Form 43.1 (Rev. 3/99)

ALTA EXTENDED OWNERS POLICY

589



*First American  
Title Insurance Company*

**F.A. FORM 43.2 LEASEHOLD - INTERFERENCE IN USE**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company hereby insures the Insured against loss or damage by reason of the lease evidenced by the recording of the Memorandum of Lease listed as exception No. \_\_\_\_\_ in Schedule B of the Policy.

The Company further insures the Insured's right to use and enjoy the land without any interference or restriction from the lessee or their successors or assigns of the lease referred to in exception No. \_\_\_\_\_ of Schedule B of the Policy.

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**

F.A. Form 43.2 (1-13-89)

ALTA EXTENDED OWNERS POLICY

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**F.A. FORM 44 EXPRESS POLICY, REVOLVING CREDIT LOAN**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

Provided that:

1. There is a one-to-four family residence or condominium unit located on the land; and
2. The Deed of Trust ("the" Mortgage) shown as exception \_\_\_\_\_ in Paragraph 2 of the F.A. Form 12 endorsement attached to the Policy creates a lien on the land; and
3. The borrower named in Schedule A is the owner of the land at the date an advance of money is made pursuant to the note or agreement secured by the Mortgage.

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

1. Future advances not having the same priority over liens, encumbrances, and other matters disclosed by the public records as do advances secured by the mortgage at the date of its recording, except for the following matters:
  - a. Real estate taxes or assessments.
  - b. Federal tax liens.
  - c. Environmental protection liens.
  - d. Liens, encumbrances, or other matters, the existence of which are actually known to the Insured prior to the date of an advance, if the advance is made subsequent to the occurrence of an event of default under the terms of the mortgage and prior to a cure of the default.
2. The provisions of the Mortgage which provide for changes in the rate of interest rendering the lien of the Mortgage invalid or unenforceable.
3. Changes in the rate of interest calculated in accordance with the formula provided in the Mortgage at date of recording will not cause a loss of priority of the lien of the Mortgage.

This Endorsement does not insure:

1. That the borrower owns the land or that the mortgage creates a lien on the land, or the validity, enforceability, or priority of any such lien, except to the extent expressly stated; or
2. Against loss or damage based upon (i), usury, (ii) any consumer credit protection or truth in lending law, or (iii) bankruptcy or insolvency proceedings of the borrower.

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*First American  
Title Insurance Company*

The Company agrees with the Insured that the advances secured by the Mortgage shall be included within the coverage of the Policy, not to exceed the face amount thereof.

This endorsement is made a part of the Policy and is subject to all the 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 44 (Rev. 3/99)

(REVOLVING CREDIT/VARIABLE RATE)

EXPRESS COVERAGE POLICY ONLY

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*First American  
Title Insurance Company*

**F.A. FORM 44.1 EXPRESS POLICY, VARIABLE RATE**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

Provided that:

1. There is a one-to-four family residence or condominium unit located on the land, and
2. The Deed of Trust (the "Mortgage") shown as exception \_\_\_\_\_ in Paragraph 2 of the F.A. Form 12 endorsement attached to the Policy creates a lien on the land;

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

1. The provisions of the mortgage which provide for changes in the rate of interest rendering the lien of the mortgage invalid or unenforceable; and
2. Changes in the rate of interest calculated in accordance with the formula provided in the mortgage at date of recording causing a loss of priority of the lien of the mortgage.

This Endorsement does not insure:

1. That the borrower owns the land or that the mortgage creates a lien on the land, or the validity, enforceability, or priority of any such lien; nor
2. Against loss or damage based upon (i) usury, (ii) any consumer credit protection or truth in lending law, or (iii) bankruptcy or insolvency proceedings of the borrower.

This endorsement is made a part of the Policy and is subject to all the 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 44.1 (Rev. 3/99)

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*First American  
Title Insurance Company*

**F.A. FORM 45 EXCLUSION FROM COVERAGE - DELETION**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Policy is hereby amended by deleting paragraph no. \_\_\_\_\_ from the Exclusions From Coverage.

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**

F.A. Form 45 (4/90)

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*First American  
Title Insurance Company*

**F.A. FORM 46 EXPRESS POLICY, ASSIGNMENT OF MORTGAGE**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

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

1. The failure of the document \_\_\_\_\_ entitled \_\_\_\_\_ recorded \_\_\_\_\_ as Instrument No. \_\_\_\_\_ to effect the assignment to the Insured of the beneficial interest under the Deed of Trust (the "Mortgage") shown as Exception \_\_\_\_\_ in paragraph 2 of the F.A. 12 endorsement attached to the Policy;
2. A reconveyance, either full or partial, of the Mortgage, nor any modification thereof appearing in the Public Records as of the date of this endorsement.

This endorsement does not insure the validity of the assignment, or that the mortgage creates a lien on the land, or the validity, enforceability, or priority of any such lien.

The Policy is hereby amended by adding as a named insured therein

\_\_\_\_\_.

This endorsement does not extend the coverage of the Policy to any later date than the Date of Policy, nor does it impose any liability on the Company for loss or damage resulting from failure of the added insured to acquire an insurable estate or interest in the land, or the beneficial interest in the Mortgage.

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**

F.A. Form 46 (Rev. 3/99)

(Assignment)

Express Policy Only

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*First American  
Title Insurance Company*

**F.A. FORM 47 MODIFICATION OF MORTGAGE, LIMITED**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

This Company hereby insures the owner of the indebtedness secured by the mortgage referred to in Schedule A against loss or damage sustained by the Insured by reason of the extension of the maturity date of the obligation secured by the Mortgage from \_\_\_\_\_ to and including \_\_\_\_\_ by agreement dated \_\_\_\_\_ impairing the lien of the insured mortgage on the land or its priority.

This endorsement is made a part of the Policy and is subject to all the terms and provisions thereof and of any prior endorsement 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 or increase the face amount thereof.

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

***First American Title Insurance Company***

**Authorized Signatory**

F.A. Form 47 (Rev. 3/99)

Extension of Maturity Date

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*First American  
Title Insurance Company*

**F.A. FORM 48 MODIFICATION OF MORTGAGE, LIMITED**

**ENDORSEMENT**

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

Issued By

*First American Title Insurance Company*

Based upon the representation of the insured that by an Agreement dated \_\_\_\_\_ (the "Agreement") the insured mortgage has been modified at the date hereof in only one or more of the following respects: i) the maturity date has been extended, ii) the rate of interest has been reduced, or iii) earned but unpaid interest has been capitalized, the Company hereby insures the owner of the indebtedness secured by the mortgage referred to in Schedule A against loss or damage sustained or incurred by the Insured by reason of the modification as evidenced by the Agreement impairing the validity, enforceability or priority of the lien of the insured mortgage as insured.

No coverage is provided by the endorsement in the event the Agreement modifies the insured mortgage to any greater extent or in any different way than enumerated above.

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 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**

F.A. Form 48 (Rev. 3/99)

Limited Modification Endorsement

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*First American  
Title Insurance Company*

**F.A. FORM 49 AGGREGATION / TIE-IN - LENDER**

**ENDORSEMENT**

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

**Issued By**

***First American Title Insurance Company***

The Company acknowledges that the land described in Schedule A of this Policy is part of the security for an indebtedness in the amount of \$ \_\_\_\_\_ from \_\_\_\_\_ to the insured which indebtedness is also secured by mortgages or deeds of trust which are insured concurrently by the following policies:

Policy Number:County:State:Amount:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Notwithstanding the provisions in Paragraph 7 (a)(i) of the Conditions and Stipulations of this Policy, the insurance coverage afforded in this Policy is aggregated with the insurance coverage of the policies identified above so the effective insurance coverage is \$ and said amount shall be available for any loss or losses with respect to the property covered by this Policy and the policies listed above. The total liability of the Company under this and all policies identified above shall not exceed such aggregate amount but the Company's liability under this Policy for the land described in Schedule A remains limited by the provisions of Paragraph 7 (a)(ii) and 7 (a)(iii) of the Conditions and Stipulations of this Policy. Any payment by the Company on this or any of the Policies listed above shall reduce the aggregate liability of the Company under all of said policies.

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.

[Note: When this endorsement is attached to a 1970 form policy, the reference to paragraph 7 (a)(i) must be changed to paragraph 6 (a)(ii), and the reference to paragraph 7 (a)(ii) must be changed to paragraph 6 (a)(iii), and the reference to paragraph 7 (a)(iii) must be changed to paragraph 6 (a)(i).]

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

***First American Title Insurance Company***

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