



*First American
Title Insurance Company*

F.A. FORM 63.1 MOD. OF MORTGAGE - CRED. RIGHTS EXCL.

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 the Mortgage referred to in Schedule A not having been properly modified by an agreement dated _____, executed by _____ and recorded _____, to provide:

(Quote provision to be covered, i.e., time for payment.)

Loss shall not include loss sustained or incurred by reason of claims, which arise out of the modification of the Mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that are based on:

1. the modification being deemed a fraudulent conveyance or fraudulent transfer; or
2. the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
3. the modification being deemed a preferential transfer, except where the preferential transfer results from the failure:
 - a. to timely record the instrument of transfer; or
 - b. of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

636



*First American
Title Insurance Company*

F.A. FORM 63.2 MOD. OF MORTGAGE - CRED. RIGHTS EXCL.

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 the mortgage referred to in paragraph _____ of Schedule B or the obligation secured thereby not having been modified by agreement dated _____, executed by _____ and recorded _____, and as shown by the public records the failure of the insured mortgage to be prior to any liens or encumbrances affecting the estate or interest referred to in Schedule A, other than those shown in the policy, except:

Loss shall not include loss sustained or incurred by reason of claims, which arise out of the modification of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

1. the modification being deemed a fraudulent conveyance or fraudulent transfer; or
2. the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
3. the modification being deemed a preferential transfer, except where the preferential transfer results from the failure:
 - a. to timely record the instrument of transfer; or
 - b. of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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

638



*First American
Title Insurance Company*

Authorized Signatory

F.A. Form 63.2 (Rev. 3/9)

Modified CLTA Form 110.6 with Creditors' Rights Exclusion

CLTA - Lender

639



*First American
Title Insurance Company*

F.A. FORM 64 SEPARATE TAX LOT

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 the land referred to in Schedule A not consisting of separate tax lot(s) or said lot(s) including any property not included within said land.

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 or increase the face amount thereof.

Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 64 (Rev. 3/99)

Separate Tax Lot

640



*First American
Title Insurance Company*

F.A. FORM 65 SURFACE USE OF EASEMENT AREAS

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby insures the Insured against loss which said Insured shall sustain by reason of

permanent loss of the right to use the surface of paved areas for parking, pedestrian, and vehicular uses, as such areas are delineated and set forth on the ALTA Survey dated _____, by _____, Job Number _____, resulting from the exercise of the right of use or maintenance of the easement referred to in Paragraph 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: _____

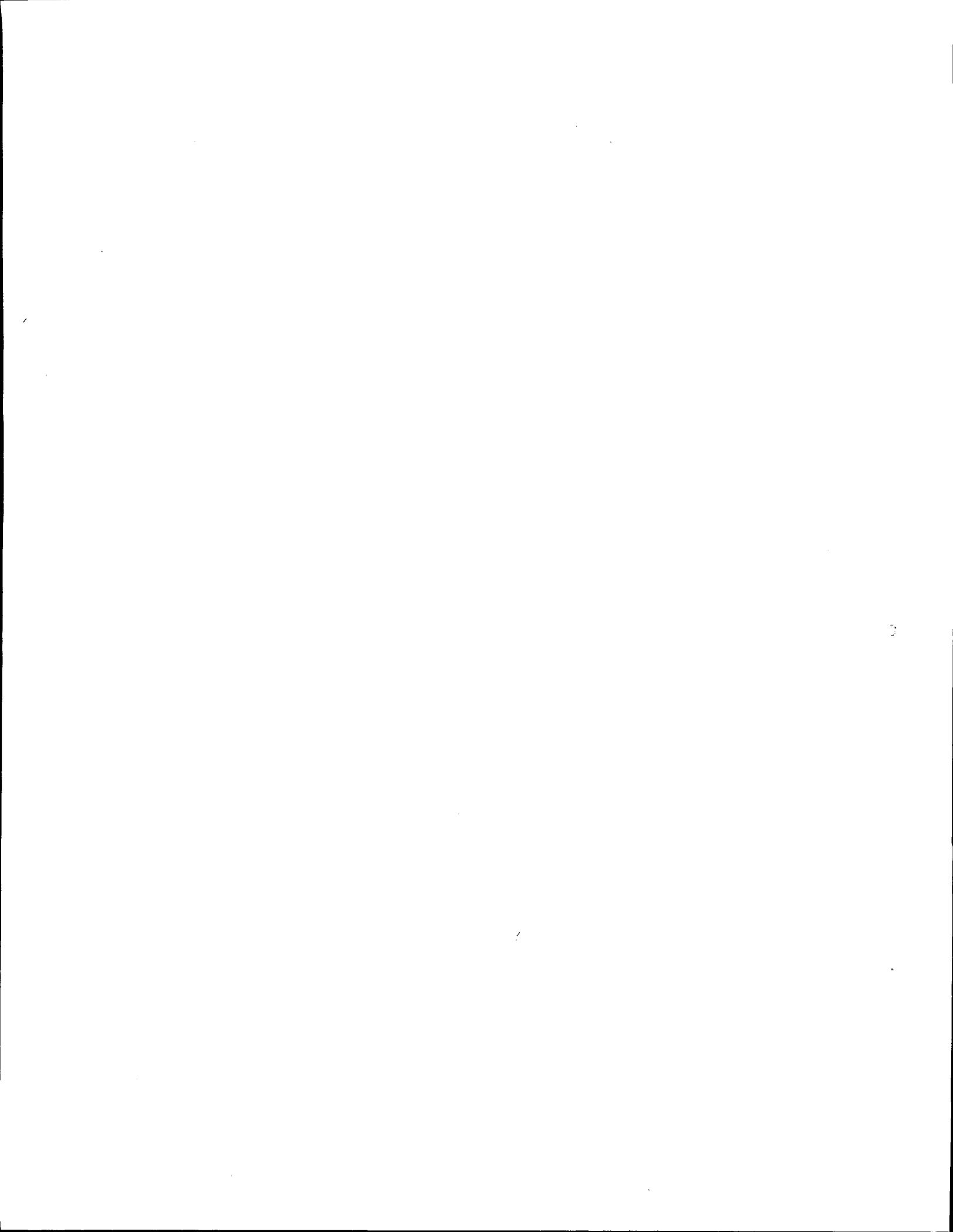
First American Title Insurance Company

Authorized Signatory

F.A. Form 65

Surface Use of Easement Areas

641





*First American
Title Insurance Company*

F.A. FORM 66 LEASEHOLD, STEP-UP

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 invalidity or unenforceability of the provisions contained in the _____ dated _____ executed by and between _____ and recorded as Document No _____ in the _____, State of _____, to the extent such invalidity or unenforceability results in termination of the sub-subleasehold estate referred to in Schedule A of this policy by reason of the termination of the leasehold estate created by the lease referred to in Item _____ of Schedule B and/or the termination of the subleasehold estate created by the sublease referred to in Item _____ of Schedule B pursuant to the terms and provisions contained therein.

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 66

Leasehold Step-up Endorsement

642



*First American
Title Insurance Company*

F.A. FORM 67 IMMOVABLE FIXTURES

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, in the event of a loss otherwise insured against by this policy, by reason of the amount of loss not being deemed to include the loss caused to the interest, if any, of the Insured in any immovable fixtures located on the land as of the Date of Policy.

Except to the extent that any immovable fixtures located on the land are included within the term "land" as defined by the policy, no insurance is hereby given that the insured mortgage either creates a lien or has established priority on any immovable fixtures.

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 thereof.

Date: _____

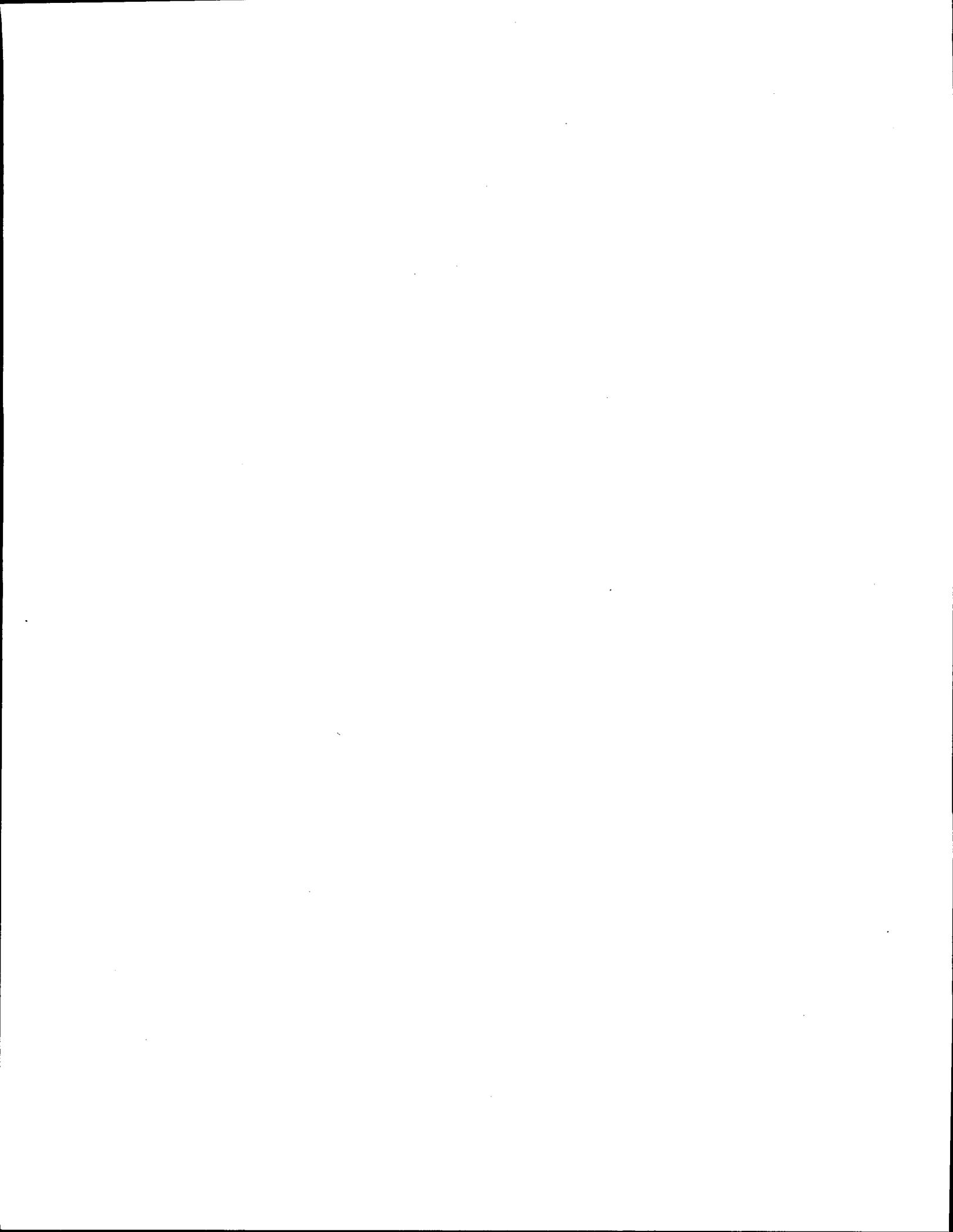
First American Title Insurance Company

Authorized Signatory

F.A. Form 67 (Rev. 3/99)

Immovable Fixtures

643





*First American
Title Insurance Company*

F.A. FORM 68 GOING CONCERN

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby agrees with the Insured that in the event the insured is dispossessed of all or a part of the land by reason of any matters insured against by this policy, the Company will consider, in computing loss or damage compensable under the policy, the diminution in value of the going concern located on the land caused by the dispossession.

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: _____

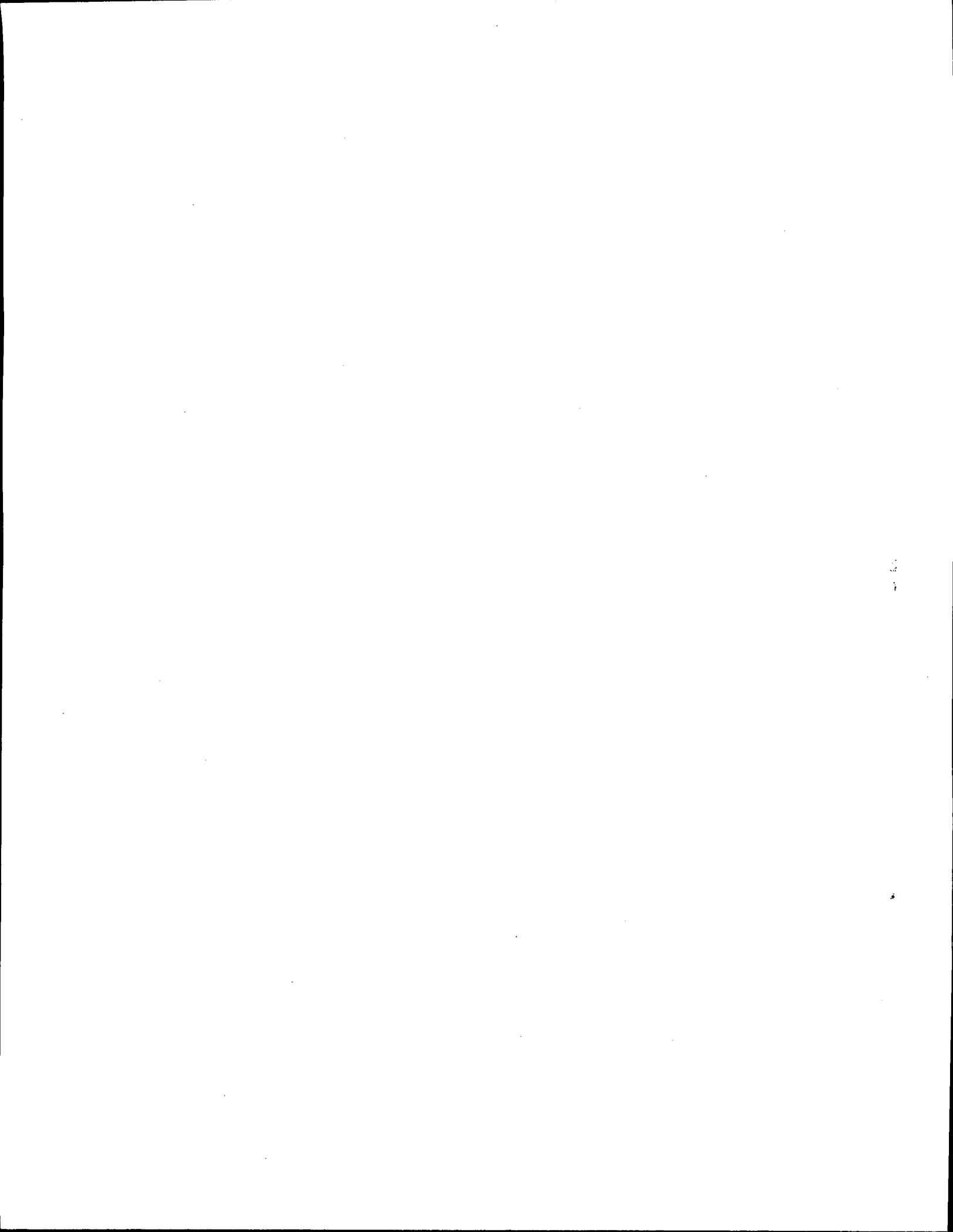
First American Title Insurance Company

Authorized Signatory

F.A. Form 68 (Rev. 3/99)

Going Concern

644





*First American
Title Insurance Company*

F.A. FORM 69 RESIDENTIAL REO BINDER COMMITMENT END.

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

Provided the land covered by this Guarantee is a one-to-four family residential improved lot or parcel, the Company agrees that if, within one year of Date of Guarantee, the current beneficiary "Beneficiary" of record under that certain deed of trust shown in Paragraph _____ of the Exceptions shown herein, acquires title to the estate or interest referred to herein through (i) a regularly conducted, non-collusive non-judicial foreclosure commenced contemporaneously with the issuance of this Guarantee, or (ii) a valid and proper deed in lieu of foreclosure acceptable to the Company, it will issue to the Beneficiary, without further charge, its Residential REO Binder in a liability amount equal to the liability amount of this Guarantee.

Upon request by the Beneficiary following the non-judicial foreclosure, or the deed in lieu of foreclosure, as the case may be, the Company will issue its Residential REO Binder subject to the matters reflected as Exceptions herein, and liens, encumbrances and any other matters which shall have intervened, occurred, attached, or become for the first time disclosed to the Company between the Date of Guarantee and the date of issuance of the Residential REO Binder. Notwithstanding the foregoing, in the case of a non-judicial foreclosure, the Company agrees that, subject to its reasonable underwriting criteria, it will not include as exceptions in the Residential REO Binder those matters which have been extinguished as a matter of law through the foreclosure.

The Residential REO Binder to be issued shall be issued subject to the underwriting guidelines of the Company and the laws, regulations and rules in effect at the date of issuance thereof.

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

Date _____

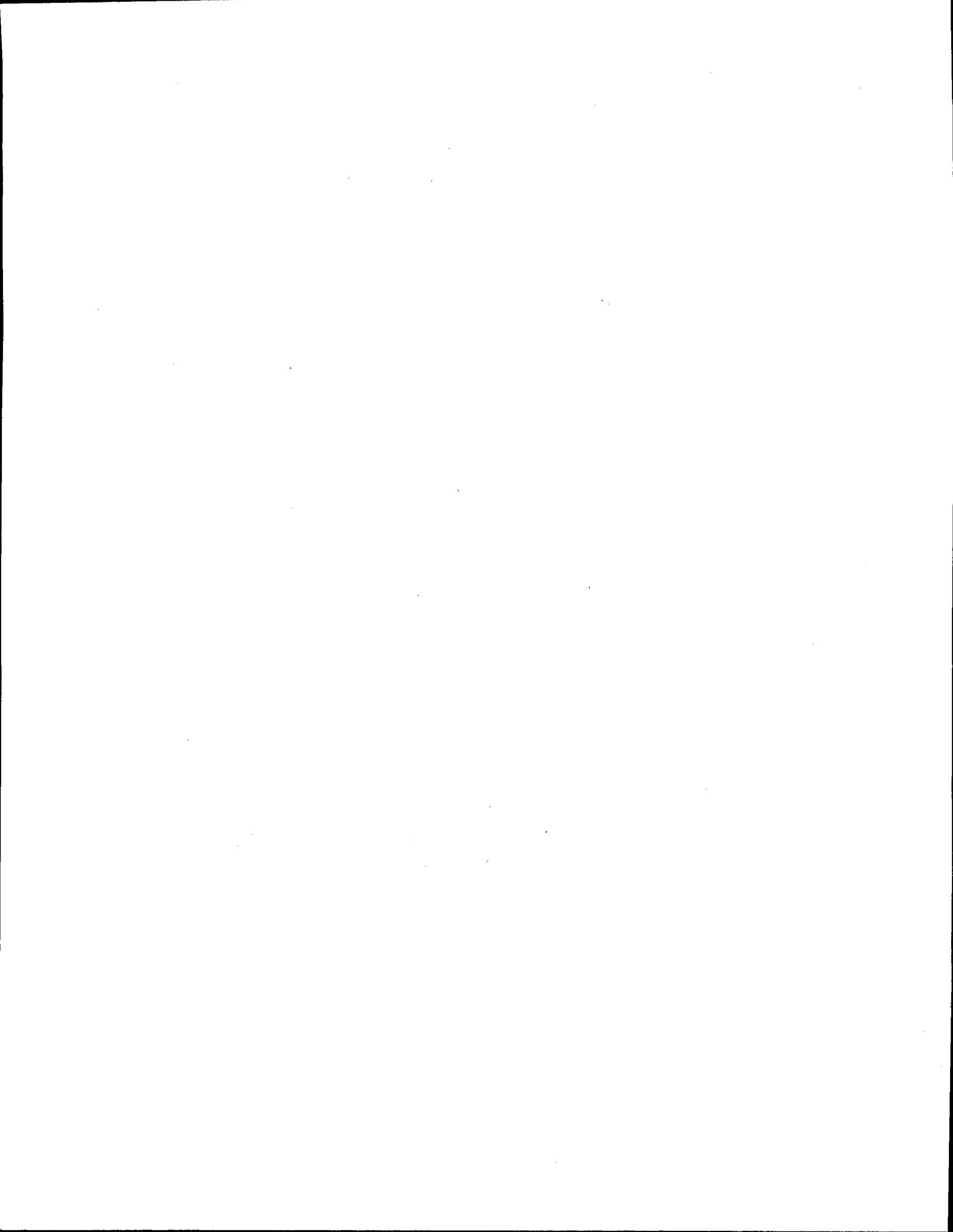
Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 69. Residential REO Binder Commitment.

645



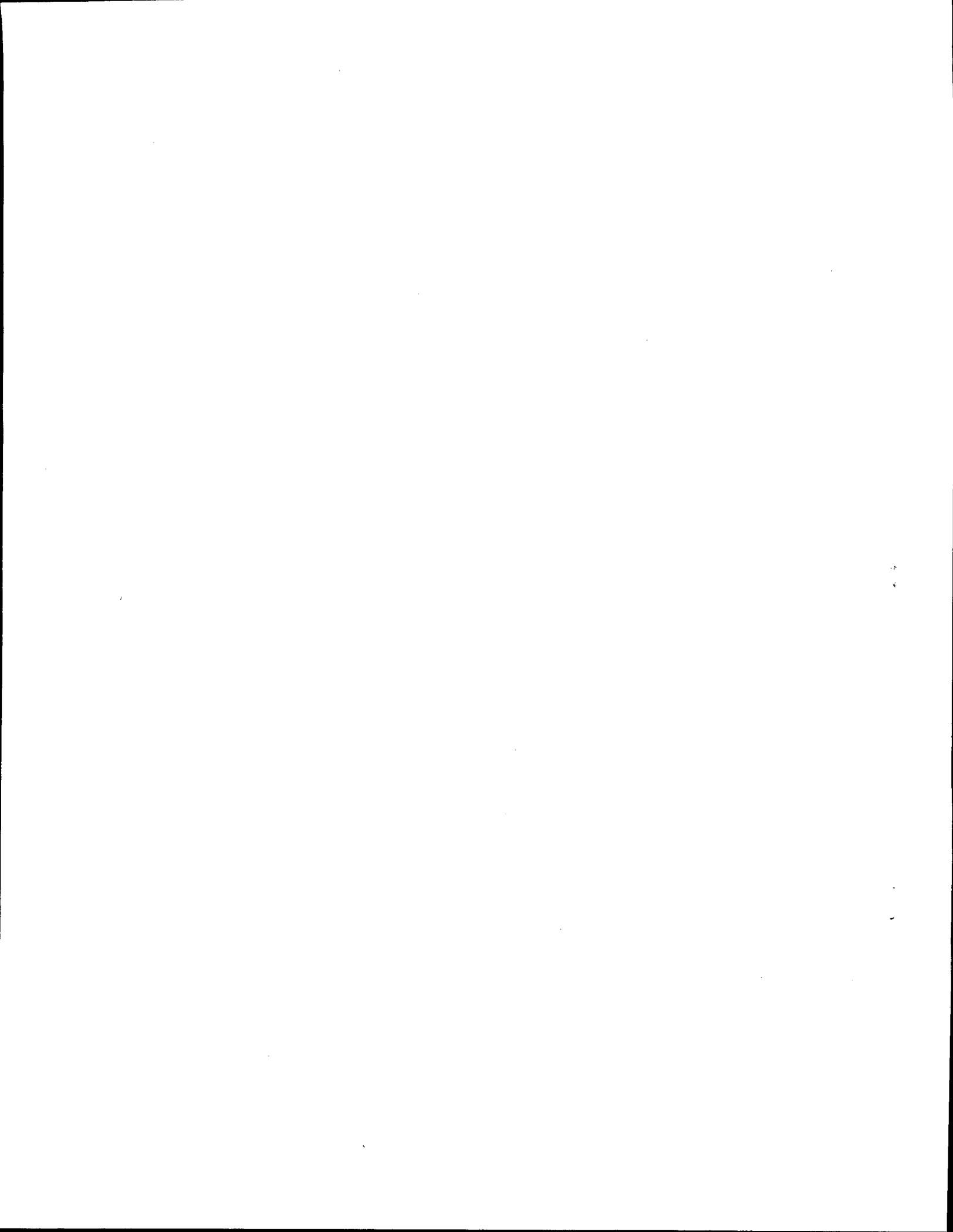


*First American
Title Insurance Company*

Copyright 1994, First American Title Insurance Company.

All Rights Reserved.

646





*First American
Title Insurance Company*

F.A. FORM 73 TENANT UMBRELLA COVERAGE

ENDORSEMENT

Attached to Policy No. _____

Issued By

First American Title Insurance Company

The Company hereby agrees that any lessee (hereinafter a "Tenant") that, except for any defect, lien, encumbrance or other matter insured against by this policy, has otherwise entered into a binding, valid and enforceable written lease agreement covering all or some portion of the land, whether before or after Date of Policy, shall be included within the definition of "insured" contained in the Conditions and Stipulations of the policy, unless Tenant is an insured under any other policy of title insurance issued by any title insurance company covering all or any portion of the land covered by Tenant's lease at the time a claim is made by Tenant under this policy.

For purposes of this endorsement, the Amount of Insurance shown in Schedule A is \$50,000.00 per Tenant, with a maximum aggregate limit of liability to all Tenants not to exceed \$1,000,000.00.

Payments made to a Tenant under this policy shall reduce the amount of insurance then remaining available to that Tenant. It shall also reduce the maximum aggregate limit of liability then remaining available to all Tenants by an equivalent amount.

The Company's liability to a Tenant by reason of this endorsement is in addition to the Company's liability to any other insured hereunder that is not a Tenant. Any payment by the Company to a Tenant by reason of its liability hereunder shall not therefore in any manner reduce, impair or otherwise affect the coverage provided by this policy to any non-Tenant insured by this policy.

The Company shall have no obligation to defend or provide a defense for a Tenant with regard to any matter insured against by this policy and will not pay a Tenant's costs, attorneys' fees and expenses incurred in defense of the title.

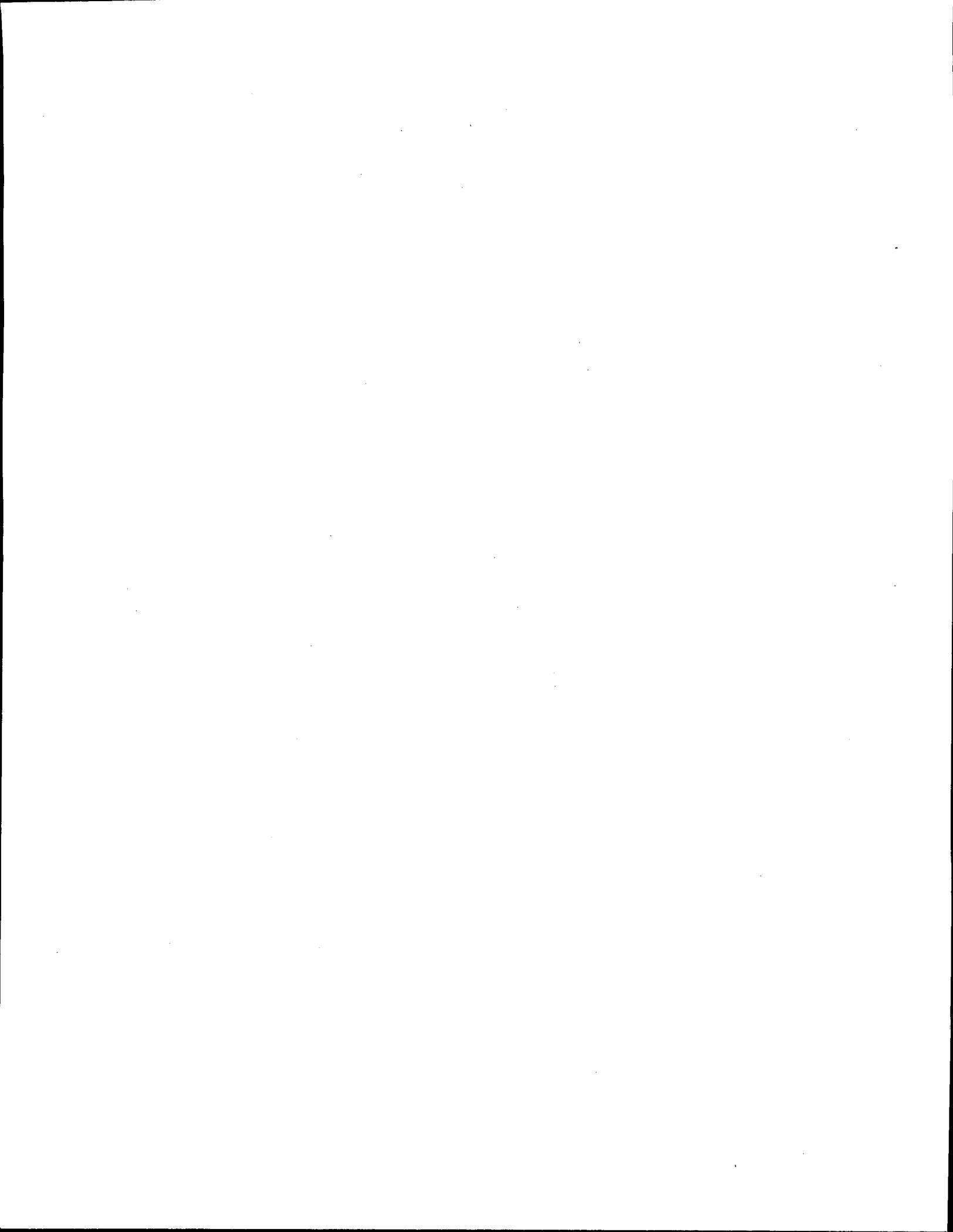
Section 4(a) of the Conditions and Stipulations of this policy shall not apply with respect to the Company's liability or obligations to a Tenant insured by this policy.

The Company shall have no liability under this policy to a Tenant until Tenant has been dispossessed of all or some portion of the land covered by Tenant's lease pursuant to a final and unappealable court order or judgement of a court of competent jurisdiction, by reason of a defect, lien, encumbrance or other matter insured against by this policy.

The Company shall have no liability to a Tenant if, at the time a claim is made under this policy, its lease has been terminated for any reason other than a defect, lien, encumbrance or other matter insured against by this policy, or if Tenant is in violation of the terms of its lease or is in breach of any of its obligations thereunder.

Sections 8 and 11 of the Conditions and Stipulations of this policy do not apply to a Tenant insured by this policy.

6047





The Company has no liability to a Tenant due to any claim by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

With respect to the Company's liability to a Tenant under this policy, Section 7 of the Conditions and Stipulations is hereby deleted and the following Section 7 is substituted therefor:

7. Determination and Extent of Liability

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of having been dispossessed of all or some portion of the land covered by Tenant's lease, pursuant to a final and unappealable court order or judgment of a court of competent jurisdiction, by reason of a defect, lien, encumbrance or other matter insured against by this policy, and only to the extent herein described.

- a. The liability of the Company under this policy shall not exceed the lesser of:
 - i. The Amount of Insurance stated in Schedule A, as amended by this endorsement; or,
 - ii. The difference between the value of the Tenant's lease without the defect, lien, encumbrance or other matter insured against and its value subject to the defect, lien, encumbrance or other matter insured against by this policy.
- b. For purposes of calculating loss or damage under Section 7 (a)(ii), the Company will allow the insured claimant to also include the following:
 - i. The reasonable cost of removing and relocating any personal property, situated on the land at the time of dispossession which Tenant has the legal right to remove and relocate, the cost of transportation of that personal property for the initial twenty-five miles incurred in connection with the relocation, and the reasonable cost of repairing the personal property damaged by reason of the removal and relocation. The costs referred to above shall not exceed, in the aggregate, the fair market value of the personal property prior to its removal and relocation.
"Personal property," above referred to, shall mean chattels and property which, because of its character and manner of affixation to the land, can be severed therefrom without causing appreciable damage to the property severed or to the land to which the property is affixed.
 - ii. The reasonable value of Tenant's property not legally removable from the land.
 - iii. Rent or other compensation for use and occupancy of the land prior to the dispossession, which Tenant may be obligated to pay to any person having paramount title to that of the lessor in the lease.
 - iv. Rent which, by the terms of the lease, Tenant must continue to pay to the lessor after dispossession of all or some part of the land from which Tenant has been dispossessed.
 - v. The fair market value, at the time of dispossession, of the estate or interest of Tenant as landlord in any sublease of all or part of the land existing at the date of the dispossession.
 - vi. Damages which Tenant may be obligated to pay to any sublessee on account of the breach of any sublease of all or part of the land in which Tenant is the Lessor, caused by the dispossession.

648



*First American
Title Insurance 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. It neither extends the date of policy nor the effective date of any 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 increase the face amount thereof.

Date: _____

First American Title Insurance Company

Authorized Signatory

F.A. Form 73 (Rev 3/99)

Tenant Umbrella Coverage

649

