

ALTA 47.1 OPERATIVE LAW—2006 LOAN POLICY ENDORSEMENT

**This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY**

- 1. The following definitions are added to Condition 1:
 - (n) “State” and “state”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The terms “State” and “state” also include the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - (o) “Tribe”: Any federally or State recognized Indian tribe, band, nation, community, or other organized group having a government-to-government relationship with the United States or a State.

- 2. Condition 16 is deleted and replaced with the following:
 - 16. CHOICE OF LAW; FORUM
 - (a) Choice of Law: The Insured acknowledges that the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property under the law of the State and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State.
Therefore, the court or an arbitrator shall apply the law of the State, or to the extent it controls, federal law, to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In no case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law, nor shall the court or arbitrator apply the law of a Tribe.
 - (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State court or a United States federal court having appropriate jurisdiction.

- [3. The following [are][is] added as[an] Exclusion[s] from Coverage:
 - 8. [Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.]
 - [9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe’s law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.]]

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]



[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]