

**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)**

**ALTA LOAN POLICY OF TITLE INSURANCE—  
issued by  
BLANK TITLE INSURANCE COMPANY**

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this ~~Policy~~policy must be given to the Company at the address shown in ~~Section 17 of the Conditions~~Condition 16.

**COVERED RISKS-**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, ~~BLANK TITLE INSURANCE COMPANY, a~~ [Blank Title Insurance Company], a [Blank] corporation (the “Company”), insures as of the Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. ~~This~~ Covered Risk 2 includes, but is not limited to, insurance against loss from:
  - a. a defect in the Title caused by:
    - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - ii. the failure of ~~any~~any person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized, (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to ~~perform~~have performed those acts by electronic means authorized by law; ~~or~~
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
  - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. Any encroachment, the effect on the Title of an encumbrance, violation, variation, ~~or~~ adverse circumstance ~~affecting the Title that, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.~~
3. Unmarketable Title.



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53 4. No right of access to and from the Land.  
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55 5. ~~The~~A violation or enforcement of ~~any~~any law, ordinance, permit, or governmental regulation (including those  
56 relating to building and zoning) ~~restricting, regulating, prohibiting, or~~, but only to the extent of the violation or  
57 enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a  
58 restriction, regulation, or prohibition relating to:  
59 a. the occupancy, use, or enjoyment of the Land;  
60 b. the character, dimensions, or location of ~~any~~any improvement ~~erected~~ on the Land;  
61 c. the subdivision of ~~land~~the Land; or  
62 d. environmental remediation or protection on the Land.  
63 ~~if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or~~  
64 ~~intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.~~
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66 6. An enforcement ~~action based on the exercise~~ of a governmental forfeiture, police, regulatory, or national  
67 security power ~~not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the~~  
68 Land, is recorded in the Public Records, but only to the extent of the enforcement ~~referred to in that~~  
69 ~~notice~~described by the enforcing governmental authority in an Enforcement Notice.  
70  
71 7. ~~The~~An exercise of the rights power of eminent domain ~~if, but only to the extent:~~  
72 a. ~~notice~~ of the exercise, ~~describing any part of the Land, is recorded~~ described in an Enforcement Notice;  
73 or  
74 b. ~~the Public Records. Any~~ taking ~~by a governmental body that has~~ occurred and is binding on ~~the rights~~  
75 ~~of~~ a purchaser for value without Knowledge.
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77 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement  
78 Notice.  
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80 9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. ~~This~~ Covered Risk 9  
81 includes, but is not limited to, insurance against loss ~~from any of the following impairing the lien of the Insured~~  
82 Mortgage caused by:  
83 a. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;  
84 b. the failure of ~~any~~any person or Entity to have authorized a transfer or conveyance;  
85 c. the Insured Mortgage not being properly authorized, created, executed, witnessed, sealed,  
86 acknowledged, notarized, (including by remote online notarization), or delivered;  
87 d. a failure to perform those acts necessary to create ~~a document an Insured Mortgage~~ by electronic  
88 means authorized by law;  
89 e. a document having been executed under a falsified, expired, or otherwise invalid power of attorney;  
90 f. ~~a document not~~ the Insured Mortgage not having been properly filed, recorded, or indexed in the Public  
91 Records, including the failure to ~~perform~~have performed those acts by electronic means authorized by  
92 law; ~~or~~  
93 g. a defective judicial or administrative proceeding; ~~or~~  
94 h. invalidity or unenforceability of the lien of the Insured Mortgage as a result of the repudiation of an  
95 electronic signature by a person that executed the Insured Mortgage because the electronic signature  
96 on the Insured Mortgage was not valid under applicable electronic transactions law.  
97  
98 10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance ~~on~~  
99 the Title as security for the following components of the Indebtedness:  
100 a. the amount of the principal disbursed as of the Date of Policy;  
101 b. the interest on the obligation secured by the Insured Mortgage;  
102 c. the reasonable expense of foreclosure;

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- 103 d. amounts advanced for insurance premiums by the Insured before the acquisition of the estate or interest  
104 in the Title; and  
105 e. the following amounts advanced by the Insured before the acquisition of the estate or interest in the  
106 Title to protect the priority of the lien of the Insured Mortgage:  
107 i. real estate taxes and assessments imposed by a governmental taxing authority; and  
108 ii. regular, periodic assessments by a property owners' association.  
109
- 110 11. The lack of priority of the lien of the Insured Mortgage upon the Title:  
111 a. as security for each ~~and every~~ advance of proceeds of the loan secured by the Insured Mortgage over  
112 any statutory lien for ~~services~~ service, labor, ~~or material,~~ or equipment arising from construction of an  
113 improvement or work related to the Land when the improvement or work is ~~either:~~  
114 i. contracted for or commenced on or before the Date of Policy; or  
115 ii. contracted for, commenced, or continued after the Date of Policy if the construction is financed,  
116 in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has  
117 advanced or is obligated on the Date of Policy to advance; and  
118 b. over the lien of any assessments for street improvements under construction or completed at the Date  
119 of Policy.
- 120
- 121 12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is  
122 shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage  
123 in the named Insured assignee free and clear of all liens.  
124
- 125 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title,  
126 or the effect of a court order providing an alternative remedy:  
127 a. resulting from the avoidance, in whole or in part, ~~or from a court order providing an alternative remedy,~~  
128 of any transfer of all or any part of the ~~title~~ Title to the Land or any interest in the Land occurring prior to  
129 the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a  
130 ~~fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights~~  
131 ~~laws; or:~~  
132 i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy,  
133 state insolvency, or similar state or federal creditors' rights law; or  
134 ii. voidable transfer under the Uniform Voidable Transactions Act; or  
135 b. because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state  
136 insolvency, or similar state or federal creditors' rights ~~laws~~ law by reason of the failure ~~of its recording in~~  
137 ~~the Public Records;~~  
138 ~~(i) to be timely, or~~  
139 i. to timely record the Insured Mortgage in the Public Records after execution and delivery of the  
140 Insured Mortgage to the Insured; or  
141 ii. of the recording of the Insured Mortgage in the Public Records to impart notice of its existence to  
142 a purchaser for value or to a judgment or lien creditor.  
143
- 144 14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that  
145 has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of  
146 Policy and prior to the recording of the Insured Mortgage in the Public Records.  
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**DEFENSE OF COVERED CLAIMS**

The Company will also pay the costs, ~~attorneys'~~attorneys' fees, and expenses incurred in defense of any matter insured against by this ~~Policy~~policy, but only to the extent provided in the Conditions.-

~~[Witness clause optional]-]~~

**BLANK TITLE INSURANCE COMPANY-**

~~BY: \_\_\_\_\_ PRESIDENT~~

~~BY: \_\_\_\_\_ SECRETARY~~

By: \_\_\_\_\_  
[Authorized Signatory]

By: \_\_\_\_\_  
[Authorized Signatory]



**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)****EXCLUSIONS FROM COVERAGE**

The following matters are ~~expressly~~ excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, ~~attorneys'~~ attorneys' fees, or expenses that arise by reason of:-

1. a. ~~Any~~ any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) ~~restricting, regulating, prohibiting that restricts, regulates, prohibits, or relating~~ restricts, regulates, prohibits, or relating to:
    - i. the occupancy, use, or enjoyment of the Land;-
    - ii. the character, dimensions, or location of any improvement ~~erected~~ on the Land;-
    - iii. the subdivision of land; or-
    - iv. environmental remediation or protection;- ~~or~~
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - c. ~~the effect of any~~ a violation or enforcement of these laws, ordinances, or governmental regulations. This any matter excluded under Exclusion 1 ~~(a), or 1.b.~~ (a), or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5- ~~or 6.~~ or 6.
2. Any ~~governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6. 2. Rights~~ power of eminent domain. ~~This Exclusion 2~~ Exclusion 2 does not modify or limit the coverage provided under Covered Risk- ~~7 or 8.~~ 7 or 8.
3. ~~Defects, liens, encumbrances~~ Any defect, lien, encumbrance, adverse ~~claims~~ claim, or other ~~matters~~ matter:
    - a. created, suffered, assumed, or agreed to by the Insured Claimant;-
    - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;-
    - c. resulting in no loss or damage to the Insured Claimant;-
    - d. attaching or created subsequent to the Date of Policy (~~however, this~~ Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or-
    - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured Claimant named in Schedule A as a bona fide purchaser or encumbrancer had paid value been given for the Insured Mortgage- ~~at the Date of Policy.~~ at the Date of Policy.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business ~~laws of the state where the Land is situated.~~ law.
  5. Invalidity or unenforceability ~~in whole or in part~~ of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury ~~or any consumer credit protection or truth-in-lending law.~~ law or Consumer Protection Law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights ~~laws~~ law, that the transaction creating the lien of the Insured Mortgage, is a:
    - a. fraudulent conveyance or fraudulent transfer;-
    - b. voidable transfer under the Uniform Voidable Transactions Act; or
    - c. preferential transfer:
      - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      - ii. for any other reason not stated in Covered Risk 13 ~~(b).~~ (b).
  7. Any claim of this policy. a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.

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- 8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. ~~This~~ Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11(b).
- 9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.



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[Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:  
Issuing Agent:  
Issuing Office:  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Issuing Office File Number:  
Property Address:]

**SCHEDULE A**

Name and Address of Title Insurance Company:

[File No.: ] Policy No.: Number:

Loan No.:

Address Reference:

Amount of Insurance: \$ [Premium: \$ ]

Date of Policy: [at a.m./p.m.]

1. ~~Name of The~~ Insured: is:

2. The estate or interest in the Land ~~that is~~ encumbered by the Insured Mortgage is:-

3. The Title encumbered by the Insured Mortgage is vested in:-

4. The Insured Mortgage and its assignments, if any, are described as follows:-

5. The Land ~~referred to in this policy~~ is described as follows:

[6. This policy incorporates by reference ~~those ALTA~~the endorsements ~~selected below: designated below,~~  
adopted by the [American Land Title Association] as of the Date of Policy:]



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**SCHEDULE B**

~~4-06 (Condominium)~~

~~4.1-06~~

~~5-06 (Planned Unit Development)~~

~~5.1-06~~

~~6-06 (Variable Rate)~~

~~6.2-06 (Variable Rate-Negative Amortization)~~

~~8.1-06 (Environmental Protection Lien) Paragraph b refers to the following state statute(s):~~

~~9-06 (Restrictions, Encroachments, Minerals)~~

~~13.1-06 (Leasehold Loan)~~

~~14-06 (Future Advance-Priority)~~

~~14.1-06 (Future Advance-Knowledge)~~

~~14.3-06 (Future Advance-Reverse Mortgage)~~

~~22-06 (Location) The type of improvement is a \_\_\_\_\_, and the street address is as shown above.]~~





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~~SCHEDULE B~~

~~[File No. \_\_\_\_\_]~~

Policy ~~No.~~ Number:

**EXCEPTIONS FROM COVERAGE**

~~[Except as provided~~

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B ~~Part II,~~ ~~for T~~his as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

[This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' attorneys' fees, or expenses that arise by reason of: resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

{  
(Insert Schedule B exceptions here)}

[This policy does not insure against loss or damage ~~PART I~~

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

**PART I**

(Insert Schedule B exceptions here)

**PART II**

Covered Risk 10 insures against loss or damage sustained in the event that they are not subordinate to by the Insured by reason of the lack of priority of the lien of the Insured Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:]



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390**CONDITIONS-****1. -DEFINITION OF TERMS-**

The following terms when used in this policy mean:

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": -The ~~amount~~Amount of Insurance stated in Schedule A, as may be increased ~~or by Condition 8.c.;~~ decreased by ~~endorsement to this policy, Condition 10; or~~ increased ~~by Section 8(b)~~ or decreased by ~~Section 10 of these Conditions.~~ endorsements to this policy.
- c. "Consumer Protection Law": Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan.
- d. "Date of Policy": The ~~date designated as~~ "Date of Policy" stated in Schedule A.-
- e. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- f. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACA-PSA Trust.
- g. "Entity":- A corporation, partnership, trust, limited liability company, or other ~~similar legal entity~~entity authorized by law to own title to real property in the State where the Land is located.
- h. "Government Mortgage Agency or Instrumentality": Any government agency or instrumentality that is the owner of the Indebtedness"-~~The, an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as an Insured or not.~~
- i. "Indebtedness": Any obligation secured by the Insured Mortgage, including ~~one an obligation~~ evidenced by electronic means authorized by law, ~~and if.~~ If that obligation is the payment of a debt, the Indebtedness is:-
 
  - i. the sum of:-
    - ~~(i) the amount of the~~
    - (a). principal disbursed as of the Date of Policy;-
    - ~~(ii) the amount of the~~
    - (b). principal disbursed subsequent to the Date of Policy;
    - ~~iii)~~
    - (c). the construction loan advances made subsequent to the Date of Policy for the purpose of financing, in whole or in part, the construction of an improvement to the Land or related to the Land that the Insured was and ~~continued~~continues to be obligated to advance at the Date of Policy and at the date of the advance;-
    - ~~iv)~~
    - (d). interest on the loan;-
    - ~~v) the~~
    - (e). prepayment premiums, exit fees, and other similar fees or penalties allowed by law;-
    - ~~vi) the~~

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- 391 (f). expenses of foreclosure and any other costs of enforcement;-  
 392 ~~(vii) the amounts advanced~~  
 393 (g). advances for insurance premiums;  
 394 (h). advances to assure compliance with ~~laws~~law or to protect the ~~lien or the validity,~~  
 395 enforceability, or priority of the lien of the Insured Mortgage before the acquisition of the  
 396 estate or interest in the Title; ~~including, but not limited to;~~~~(viii) the amounts to pay~~  
 397 (1). real estate taxes and insurance; assessments imposed by a governmental taxing  
 398 authority, and~~(ix) the reasonable amounts expended~~  
 399 (2). regular, periodic assessments by a property owners' association; and  
 400 (i). advances to prevent deterioration of improvements; ~~before the Insured's acquisition of the~~  
 401 Title, but but the indebtedness is  
 402 ii. reduced by the ~~total sum~~ of all payments and ~~by~~ any ~~amount~~amounts forgiven by an Insured.  
 403 j. "Insured":  
 404 i. (a). The Insured named in Item 1 of Schedule A. ~~(i) The term "Insured" also includes (A)~~  
 405 ~~the or future owner of the Indebtedness and each successor other than an Obligor, if the~~  
 406 ~~named Insured or future owner of the Indebtedness owns the Indebtedness, the Title, or~~  
 407 ~~an estate or interest in ownership of the Land as provided in Condition 2, but only to the~~  
 408 ~~extent the indebtedness, whether named Insured or the future owner or successor either:~~  
 409 (1). owns the Indebtedness for its own account or as a trustee or other fiduciary, except  
 410 a successor who is an obligor under or  
 411 (2). owns the provisions of Section 12(c) of these Conditions; Title after acquiring the  
 412 Indebtedness;  
 413 (b). the person or Entity who has "control" of the "transferable record," if the Indebtedness is  
 414 evidenced by a "transferable record," as ~~these terms are~~ defined by applicable electronic  
 415 transactions law;  
 416 successors  
 417 (c). the successor to the Title of an Insured by resulting from dissolution, merger, consolidation,  
 418 distribution, or reorganization;-  
 419 successors  
 420 (d). the successor to the Title of an Insured by resulting from its conversion to another kind of  
 421 Entity;-  
 422 (e). the grantee of an Insured under a deed delivered without payment of actual valuable  
 423 consideration conveying the Title  
 424  
 425 (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly owned  
 426 by the named Insured;  
 427 (2) if the grantee wholly owns instrument transferring the named Insured, or  
 428 (3) Title, if the grantee is wholly owned by an affiliated Entity of the named Insured, provided  
 429 the affiliated Entity and the named Insured are both wholly owned by the same person or  
 430 Entity; Affiliate;  
 431 ~~(F) any government agency or instrumentality that is an insurer or guarantor under an insurance~~  
 432 ~~contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage,~~  
 433 ~~or any part of it, whether named as an Insured or not;~~  
 434 (f). an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the  
 435 Insured Mortgage; or  
 436 (g). any Government Mortgage Agency or Instrumentality.  
 437 ii. With regard to ~~(A), (B), (C), (D), and (E) reserving, however, Conditions 1.j.i.(a). and 1.j.i.(b).~~,  
 438 the Company reserves all rights and defenses as to any successor that the Company  
 439 would have had against any predecessor Insured, unless the successor acquired the

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440 Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien,  
441 encumbrance, adverse claim, or other matter insured against by this policy.

442 iii. With regard to Conditions 1.j.i.(c), 1.j.i.(d), 1.j.i.(e), and 1.j.i.(f), the Company reserves all  
443 rights and defenses as to any successor or grantee that the Company would have had against  
444 any predecessor Insured.

445 k. "Insured Claimant": An Insured claiming loss or damage— arising under this policy.

446 l. "Insured Mortgage": -The Mortgage described in paragraphItem 4 of Schedule A.-

447 m. "Knowledge" or "Known": Actual knowledge, or actual notice, but not constructive knowledge or  
448 notice that may be imputed to an Insured imparted by reason of the Public Records or any other records  
449 that impart constructive notice of matters affecting the Title.—

450 n. "Land": The land described in Item 5 of Schedule A, and affixed improvements located on that land at  
451 the Date of Policy that by State law constitute real property.- The term "Land" does not include any  
452 property beyond the lines of the areathat described in Schedule A, nor any right, title, interest, estate,  
453 or easement in any abutting streets, roads, avenues, alleys, lanes, waysstreet, road, avenue, alley,  
454 lane, right-of-way, body of water, or waterwayswaterway, but this does not modify or limit the extent that  
455 a right of access to and from the Land is insured by this policy.-

456 o. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security  
457 instrument, including one evidenced by electronic means authorized by law.-

458 p. "Obligor": A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the  
459 Indebtedness or other obligation secured by the Insured Mortgage. A Government Mortgage Agency or  
460 Instrumentality is not an Obligor.

461 q. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal  
462 Packers and Stockyards Act or a similar State or federal law.

463 r. "Public Records":—Records": The recording or filing system established under stateState statutes in  
464 effect at the Date of Policy for the purpose of impartingunder which a document must be recorded or  
465 filed to impart constructive notice of matters relating to real propertythe Title to purchasersa purchaser  
466 for value and without Knowledge.—With respect to Covered Risk 5(d), " The term "Public Records" shall  
467 also" does not include any other recording or filing system, including any pertaining to environmental  
468 remediation or protection—liens filed in the records of the clerk, planning, permitting, zoning, licensing,  
469 building, health, public safety, or national security matters.

470 s. "State": The state or commonwealth of the United States District Court for the district wherewithin whose  
471 exterior boundaries the Land is located.— The term "State" also includes the District of Columbia, the  
472 Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

473 t. "Title": - The estate or interest described in the Land identified in Item 2 of Schedule A.-

474 u. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective  
475 purchaser or lessee of the Title— or, a lender on the Title, or a prospective purchaser of the Insured  
476 Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition  
477 requiring the delivery of marketable title.-

478 -  
479 **2. CONTINUATION OF INSURANCECOVERAGE**

480 The coverage of thisThis policy shall continue in forcecontinues as of the Date of Policy in favor of an Insured

481 :

482 a. after the Insured's acquisition of the Title—by an Insured or after conveyance by an Insured, but only, so  
483 long as the Insured retains an estate or interest in the Land, or holds; and

484 b. after the Insured's conveyance of the Title, so long as the Insured:

485 i. retains an estate or interest in the Land;

486 ii. owns an obligation secured by a purchase money Mortgage given by a purchaser from the  
487 Insured, or only so long as the Insured shall have; or

488 iii. has liability by reason of or warranties given by the Insured in any transfer or conveyance of the  
489 Insured's Title.-

**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)**

490 Except as provided in Condition 2, this policy terminates and ceases to have any further force or  
 491 effect after the Insured conveys the Title. This policy ~~shall~~does not continue in force or effect in favor  
 492 of any ~~purchaser from~~person or entity that is not the Insured ~~of either (i)~~

493  
 494 ~~an estate or interest in the Land, or (ii) and acquires the Title or~~ an obligation secured by a purchase money  
 495 Mortgage given to the Insured.-

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

496 -  
 497 The Insured ~~shall~~must notify the Company promptly in writing ~~(i) in case of if the Insured has Knowledge of:~~  
 498 a. any litigation ~~as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an~~  
 499 ~~Insured of any claim of title or interest that is adverse to or other matter for which the Company may be~~  
 500 ~~liable under this policy; or~~  
 501 b. any rejection of the Title or the lien of the Insured Mortgage, ~~as insured, and that might cause loss or~~  
 502 ~~damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the~~  
 503 ~~Insured Mortgage, as insured, is rejected~~ as Unmarketable Title.-

504 If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the  
 505 ~~Company's~~Company's liability to the Insured Claimant under ~~the~~this policy ~~shall be~~is reduced to the extent of  
 506 the prejudice.  
 507 -

## 4. PROOF OF LOSS

508 -  
 509 ~~In the event the Company is unable to determine the amount of loss or damage, the~~The Company may, at its  
 510 option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss.- The proof  
 511 of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this  
 512 policy that constitutes the basis of loss or damage and ~~shall~~must state, to the extent possible, the basis of  
 513 calculating the amount of the loss or damage.-  
 514 -

## 5. DEFENSE AND PROSECUTION OF ACTIONS

515 -  
 516 a. Upon written request by the Insured, and subject to the options contained in ~~Section~~Condition 7 ~~of these~~  
 517 ~~Conditions,~~ the Company, at its own cost and without unreasonable delay, ~~shall~~will provide for the  
 518 defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse  
 519 to the Insured.- This obligation is limited to only those stated causes of action alleging matters insured  
 520 against by this policy.- The Company ~~shall have~~has the right to select counsel of its choice (subject to  
 521 the right of the Insured to object for reasonable cause) to represent the Insured as to those  
 522 ~~stated~~covered causes of action. ~~It shall~~ The Company is not ~~be~~ liable for and will not pay the fees of  
 523 any other counsel.- The Company will not pay any fees, costs, or expenses incurred by the Insured in  
 524 the defense of ~~those causes any cause~~ of action that ~~allege~~alleges matters not insured against by this  
 525 policy.-  
 526 b. The Company ~~shall have~~has the right, in addition to the options contained in ~~Section~~Condition 7 ~~of~~  
 527 ~~these Conditions,~~ at its own cost, to institute and prosecute any action or proceeding or to do any other  
 528 act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured  
 529 Mortgage, as insured, or to prevent or reduce loss or damage to the Insured.- The Company may take  
 530 any appropriate action under the terms of this policy, whether or not it ~~shall be~~is liable to the  
 531 Insured.- The ~~Company's~~ exercise of these rights ~~shall~~is not ~~be~~ an admission of liability or waiver of  
 532 any provision of this policy.- If the Company exercises its rights under ~~this subsection,~~Condition 5.b., it  
 533 must do so diligently.-  
 534 c. ~~Whenever~~When the Company brings an action or asserts a defense as required or permitted by this  
 535 policy, the Company may pursue the litigation to a final determination by a court ~~of competent~~having  
 536 jurisdiction, ~~and it expressly.~~ The Company reserves the right, in its sole discretion, to appeal any  
 537 adverse judgment or order.-  
 538 -

6. DUTY OF INSURED CLAIMANT TO COOPERATE ~~(a) In all cases where~~

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**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)**

- 541 a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or  
542 proceeding and any appeals, the Insured ~~shall~~will secure to the

543  
544 Company the right to ~~so~~ prosecute or provide defense in the action or proceeding, including the right to use,  
545 at its option, the name of the Insured for this purpose.-

546  
547 ~~Whenever~~When requested by the Company, the Insured, at the ~~Company's~~Company's expense,  
548 ~~shall~~must give the Company all reasonable aid ~~(in:~~

- 549 i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or  
550 effecting settlement; ~~and~~  
551 ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish  
552 the Title, the lien of the Insured Mortgage, or any other matter ~~as insured. If the Company is~~  
553 ~~prejudiced by the failure of the Insured to furnish the required cooperation, the Company's~~  
554 ~~obligations to the Insured under the policy shall terminate, including any liability or obligation to~~  
555 ~~defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such~~  
556 ~~cooperation, as insured.~~

557 (If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the  
558 Company's liability and obligations to the Insured under this policy terminate, including any obligation  
559 to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- 560 b. The Company may reasonably require the Insured Claimant to submit to examination under oath by  
561 any authorized representative of the Company and to produce for examination, inspection, and copying,  
562 at such reasonable times and places as may be designated by the authorized representative of the  
563 Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda,  
564 correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the  
565 Date of Policy, that reasonably pertain to the loss or damage.- Further, if requested by any authorized  
566 representative of the Company, the Insured Claimant ~~shall~~must grant its permission, in writing, for any  
567 authorized representative of the Company to examine, inspect, and copy all ~~of these~~the records in the  
568 custody or control of a third party that reasonably pertain to the loss or damage.-~~All~~ No information  
569 designated in writing as confidential by the Insured Claimant provided to the Company pursuant to this  
570 Section shall notCondition 6 will be later disclosed to others unless, in the reasonable judgment of the  
571 Company, disclosure is necessary in the administration of the claim.-~~Failure or required by law. Any~~  
572 failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested  
573 information, or grant permission to secure reasonably necessary information from third parties as  
574 required in ~~this subsection, Condition 6.b.,~~ unless prohibited by law ~~or governmental regulation,~~ shall  
575 terminate, terminates any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

576 -  
577 In case of a claim under this policy, the Company ~~shall have~~has the following additional options:-

578 ~~(a).~~ To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness-

579 ~~(i).~~ To pay or tender payment of the Amount of Insurance under this policy ~~together with.~~ In addition,  
580 the Company will pay any costs, ~~attorneys'~~attorneys' fees, and expenses incurred by the Insured  
581 Claimant that were authorized by the Company up to the time of payment or tender of payment  
582 and that the Company is obligated to pay; or-

583 ~~(ii).~~ To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase,  
584 together with. In addition, the Company will pay any costs, ~~attorneys'~~attorneys' fees, and  
585 expenses incurred by the Insured Claimant that were authorized by the Company up to the time  
586 of purchase and that the Company is obligated to pay.-

587 ~~When~~If the Company purchases the Indebtedness, the Insured ~~shall~~must transfer, assign, and  
588 convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral  
589 security.-  
590

**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)**

591 Upon the exercise by the Company of either ~~of the options option~~ provided for in ~~subsections (Condition~~  
592 ~~7.a)(i) or (ii), all, the Company's~~ liability and obligations ~~of the Company~~ to the Insured under this policy,  
593 ~~other than to make the payment required in those subsections, shall~~ terminate, including any ~~liability or~~  
594 obligation to defend, prosecute, or continue any litigation.-  
595

596 (b). ~~To Pay or Otherwise Settle With~~ with Parties ~~Other Than~~ other than the Insured or ~~With~~ with the Insured  
597 Claimant-

598 (i) ~~to~~ To pay or otherwise settle with ~~other~~ parties other than the Insured for or in the name of ~~an~~ the  
599 Insured Claimant ~~any claim insured against under this policy.~~ In addition, the Company will pay  
600 any costs, ~~attorneys'~~ attorneys' fees, and expenses incurred by the Insured Claimant that were  
601 authorized by the Company up to the time of payment and that the Company is obligated to pay;  
602 or-

603 (ii) ~~to~~ To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this  
604 policy, ~~together with. In addition, the Company will pay~~ any costs, ~~attorneys'~~ attorneys' fees, and  
605 expenses incurred by the Insured Claimant that were authorized by the Company up to the time  
606 of payment and that the Company is obligated to pay.-

607 Upon the exercise by the Company of either ~~of the options option~~ provided for in ~~subsections (Condition~~  
608 ~~7.b)(i) or (ii),~~ the ~~Company's~~ Company's liability and obligations to the Insured under this policy for the  
609 claimed loss or damage, ~~other than the payments required to be made, shall~~ terminate, including any  
610 ~~liability or~~ obligation to defend, prosecute, or continue any litigation.-  
611

**8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

612 This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by ~~the~~ an  
613 Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. ~~This~~  
614 ~~policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or~~  
615 ~~other representation of the status of the Title. All claims asserted under this policy are based in contract and~~  
616 ~~are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging~~  
617 ~~negligence or negligent misrepresentation arising from or in connection with this policy or the determination~~  
618 ~~of the insurability of the Title.~~  
619

620 a. The extent of liability of the Company for loss or damage under this policy ~~shall~~ does not exceed the  
621 least of-;

- 622 i. the Amount of Insurance;
- 623 ii. the Indebtedness;
- 624 iii. the difference between the fair market value of the Title, as insured, and the fair market value of  
625 the Title subject to the risk matter insured against by this policy; or-
- 626 iv. if a ~~government agency~~ Government Mortgage Agency or ~~instrumentality~~ Instrumentality is the  
627 Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage or in  
628 satisfaction of its insurance contract or guaranty. ~~relating to the Title or the Insured Mortgage.~~

629 b. Fair market value of the Title in Condition 8.a.iii. is calculated using either:

- 630 i. the date the Insured acquires the Title as a result of a foreclosure or deed in lieu of foreclosure  
631 of the Insured Mortgage; or
- 632 ii. the date the lien of the Insured Mortgage or any assignment set forth in Item 4 of Schedule A is  
633 extinguished or rendered unenforceable by reason of a matter insured against by this policy.

634 c. If the Company pursues its rights under ~~Section~~ Condition 5 ~~of these Conditions~~ b. and is unsuccessful  
635 in establishing the Title or the lien of the Insured Mortgage, as insured;-;

- 636 i. the Amount of Insurance ~~shall~~ will be increased by ~~40%~~ 15%; and
- 637 ii. the Insured Claimant ~~shall have the right~~ may, by written notice given to have the Company, elect,  
638 as an alternative to the loss or damage determined dates set forth in Condition 8.b., to use either  
639 ~~as of the date the settlement, action, proceeding, or other act described in Condition 5.b. is~~  
640 ~~concluded or the date the notice of claim was made~~ required by Condition 3 is received by the  
641 ~~Insured Claimant or Company as the date for calculating the fair market value of the date it is~~  
642 ~~settled and paid.~~

**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)**

- 643 ~~(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these~~  
 644 ~~Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as~~  
 645 ~~set forth in Section 8 (Condition 8.a) of these Conditions. . . .iii.~~  
 646 d. In addition to the extent of liability for loss or damage under ~~(Conditions 8.a), (b), and (8.c),~~ the  
 647 Company will also pay ~~these~~the costs, attorneys'attorneys' fees, and expenses incurred in accordance  
 648 with SectionsConditions 5 and 7 ~~of these Conditions.~~

**9. LIMITATION OF LIABILITY**

- 651 ~~(a) If the Company establishes the Title, or~~  
 652 a. The Company fully performs its obligations and is not liable for any loss or damage caused to the  
 653 Insured if the Company accomplishes any of the following in a reasonable manner:  
 654 i. removes the alleged defect, lien, or encumbrance, or adverse claim, or other matter;  
 655 ii. cures the lack of a right of access to or and from the Land, or;  
 656 iii. cures the claim of Unmarketable Title; or  
 657 iv. establishes the lien of the Insured Mortgage,  
 658 all as insured, in a reasonably diligent manner. The Company may do so by any method, including  
 659 litigation and the completion of any appeals, ~~it shall have fully performed its obligations with respect to~~  
 660 ~~that matter and shall not be liable for any loss or damage caused to the Insured.~~ (b) In the event  
 661 b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the  
 662 Company or with the Company'sCompany's consent, the Company shall have no liability for loss or  
 663 damage until there has been a State or federal court having jurisdiction makes a final, non-appealable  
 664 determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or  
 665 to the lien of the Insured Mortgage, as insured.  
 666 c. The Company ~~shall~~is not ~~be~~ liable for loss or damage to the Insured for liability voluntarily assumed by  
 667 the Insured in settling any claim or suit without the prior written consent of the Company.  
 668 d. An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim  
 669 under this policy is paid.  
 670 e. The Company is not liable for the content of the Transaction Identification Data, if any.

**10. ~~REDUCTION OF INSURANCE;~~ REDUCTION OR TERMINATION OF LIABILITYINSURANCE**

- 674 a. All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall  
 675 reduce the Amount of Insurance by the amount of the payment. However, any paymentspayment made  
 676 by the Company prior to the acquisition of the Title as provided in SectionCondition 2 of these  
 677 Conditions shalldoes not reduce the Amount of Insurance afforded under this policy, except to the extent  
 678 that the paymentspayment reduces the Indebtedness.  
 679 b. When the Title is acquired by the Insured as a result of foreclosure or deed in lieu of foreclosure, the  
 680 amount credited against the Indebtedness does not reduce the Indebtedness. ~~Amount of Insurance.~~  
 681 c. The voluntary satisfaction or release of the Insured Mortgage shall terminateterminates all liability of  
 682 the Company, except as provided in SectionCondition 2 of these Conditions.

**11. PAYMENT OF LOSS**

- 684 -  
 685 When liability and the extent of loss or damage have been definitely fixedare determined in accordance with  
 686 thesethe Conditions, the payment shall be madeCompany will pay the loss or damage within 30 days.

**12. RIGHTS OF COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON PAYMENT OR SETTLEMENT AND PAYMENT**

- 688 -  
 689 ~~(a) The Company's~~  
 690 Company's Right to Recover  
 691 Whenever  
 692  
 693



**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)**

- 694 i. ~~If~~ the Company ~~shall have settled~~settles and ~~paid~~pays a claim under this policy, it ~~shall be~~is  
695 subrogated and entitled to the rights ~~and remedies~~ of the Insured Claimant in the Title or Insured  
696 Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has  
697 against any person, ~~entity~~, or property, to the ~~fullest~~ extent ~~if permitted by law, but limited to~~ the  
698 amount of any loss, costs, ~~attorneys'~~attorneys' fees, and expenses paid by the Company.- If  
699 requested by the Company, the Insured Claimant ~~shall~~must execute documents to ~~evidence the~~  
700 transfer ~~to the Company of~~ these rights and remedies- to the Company. The Insured Claimant  
701 ~~shall permit~~permits the Company to sue, compromise, or settle in the name of the Insured  
702 Claimant and to use the name of the Insured Claimant in any transaction or litigation involving  
703 these rights and remedies.-
- 704 ii. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the  
705 Company ~~shall defer~~defers the exercise of its subrogation right ~~to recover~~ until after the Insured  
706 Claimant ~~shall have recovered~~fully recovers its loss.-
- 707 b. Company's Subrogation Rights against Obligors  
708 The ~~Insured's~~Company's subrogation right includes the Insured's rights against Obligors including the  
709 Insured's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond,  
710 despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor  
711 cannot avoid the Company's subrogation right by acquiring the Indebtedness as a result of an  
712 indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not an  
713 Insured under this policy. The Company may not exercise its rights under Condition 12.b. against a  
714 Government Mortgage Agency or Instrumentality.
- 715 c. Insured's Rights and Limitations  
716 i. The owner of the Indebtedness may release or substitute the personal liability of any debtor or  
717 guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from  
718 the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if ~~the~~the  
719 action does not affect the enforceability or priority of the lien of the Insured Mortgage.-
- 720 ii. If the Insured exercises a right provided in ~~(b)(Condition 12.c.i)~~, but has Knowledge of any claim  
721 adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company  
722 ~~shall be~~is required to pay only that part of ~~any losses~~the loss insured against by this policy that  
723 ~~shall exceed~~exceeds the amount, if any, lost to the Company by reason of the impairment by the  
724 Insured Claimant of the ~~Company's right of~~Company's subrogation- right.

**(c) The Company's Rights Against Noninsured Obligors**

726 ~~The Company's right of subrogation includes the Insured's rights against non-insured obligors including the~~  
727 ~~rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any~~  
728 ~~terms or conditions contained in those instruments that address subrogation rights.-~~

729 ~~The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an~~  
730 ~~obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured~~  
731 ~~Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not~~  
732 ~~be an Insured under this policy.-~~

**13. ARBITRATION**

734 ~~Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration~~  
735 ~~pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as~~  
736 ~~provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other~~  
737 ~~persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company~~  
738 ~~and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach~~  
739 ~~of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this~~  
740 ~~policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the~~  
741 ~~option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess~~  
742 ~~of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration~~

**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)**

743 ~~pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award~~  
744 ~~rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.~~

**14. LIABILITY LIMITED TO THIS POLICY;****13. POLICY ENTIRE CONTRACT**

- 747 a. This policy together with all endorsements, if any, ~~attached to it~~ issued by the Company is the entire  
748 policy and contract between the Insured and the Company. -In interpreting any provision of this policy,  
749 this policy ~~shall~~ will be construed as a whole. ~~Any claim of loss or damage that arises out of the status~~  
750 ~~of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to~~  
751 ~~this policy. Any amendment of or This policy and any~~ endorsement to this policy ~~must~~ may be in writing  
752 ~~and authenticated evidenced~~ by ~~an~~ electronic means authorized person, ~~or expressly incorporated by~~  
753 ~~Schedule A of this policy. by law.~~

754 ~~(d) Each~~

- 755 b. ~~Any amendment of this policy must be by a written~~ endorsement ~~to this policy issued at any time is~~  
756 ~~made a part of this policy and is subject to all of its terms and provisions. Except as issued by the~~  
757 ~~Company. To the extent any term or provision of an endorsement is inconsistent with any term or~~  
758 ~~provision of this policy, the term or provision of the endorsement controls. Unless~~ the endorsement  
759 expressly states, it does not ~~(i) modify any of the terms and provisions of the policy, (ii);~~  
760 ~~(i) modify any prior endorsement, (iii)~~  
761 ~~ii. extend the Date of Policy, or (~~  
762 ~~iii. insure against loss or damage exceeding the Amount of Insurance, or~~  
763 ~~iv. increase the Amount of Insurance.-~~

**14. SEVERABILITY-**

764 In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable  
765 law, ~~the~~ this policy ~~shall~~ will be deemed not to include that provision or ~~such~~ the part held to be invalid, but all  
766 other provisions ~~shall~~ will remain in full force and effect.-

**15. CHOICE OF LAW; AND CHOICE OF FORUM**

- 767 a. ~~Choice of Law: The Insured acknowledges the~~  
768 ~~The~~ Company has underwritten the risks covered by this policy and determined the premium charged  
769 ~~therefor~~ in reliance upon the ~~State~~ law affecting interests in real property and ~~the State law~~ applicable  
770 to the interpretation, rights, remedies, or enforcement of policies of title insurance of the ~~jurisdiction~~ State  
771 where the Land is located.-  
772 ~~Therefore, the court or an arbitrator shall apply the~~ The State law of the ~~jurisdiction~~ State where the Land  
773 is located ~~to, or to the extent it controls, federal law, will~~ determine the validity of claims against the Title  
774 or the lien of the Insured Mortgage ~~that are adverse to the Insured and to interpret and the interpretation~~  
775 and ~~enforce enforcement of~~ the terms of this policy. ~~In neither case shall the court or arbitrator apply~~  
776 ~~its, without regard to~~ conflicts of law principles to determine the applicable law.-  
777 b. ~~Choice of Forum:-~~  
778 Any litigation or other proceeding brought by the Insured against the Company must be filed only in a  
779 ~~state~~ State or federal court ~~within the United States of America or its territories~~ having ~~appropriate~~  
780 jurisdiction.-

**16. NOTICES, WHERE SENT-**

781 Any notice of claim and any other notice or statement in writing required to be given to the Company under  
782 this policy must be given to the Company at ~~[-~~ \_\_\_\_\_ (fill in) ~~-]~~ \_\_\_\_\_.

**17. CLASS ACTION**

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**REDLINE OF 2021 LOAN POLICY (PUBLISHED 07-30-2021) AGAINST 2006 LOAN POLICY (6-17-2006)**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING.

**[18. ARBITRATION**

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association (“ALTA Rules”). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”). The AAA Rules are available online at [www.adr.org](http://www.adr.org).
- b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 18. The arbitrator does not have authority to conduct any class action arbitration or arbitration involving joint or consolidated claims under any circumstance.
- c. If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.
- d. [The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees][Fees] will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.]

NOTE:— Bracketed [ ] material optional

