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**Access and Entry**  
**ALTA Endorsement 17-06**  
**(Adopted 06/17/2006)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed if, at Date of Certificate (i) the Land does not abut and have both actual vehicular and pedestrian access to and from \_\_\_\_\_ (the “Street”), (ii) the Street is not physically open and publicly maintained, or (iii) the Guaranteed has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Indirect Access and Entry**  
**ALTA Endorsement 17.1-06**  
**(Adopted 06/17/2006)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed if, at Date of Certificate (i) the easement identified as Parcel \_\_\_\_\_ in Schedule A (the “Easement”) does not provide that portion of the Land identified as Parcel \_\_\_\_\_ in Schedule A both actual vehicular and pedestrian access to and from \_\_\_\_\_ (the “Street”), (ii) the Street is not physically open and publicly maintained, or (iii) the Guaranteed has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Aggregation - Loan  
ALTA Endorsement 12-06  
(Revised 04/02/2013)**

Certificate Number:

1. The following certificates are issued in conjunction with one another:

Certificate Number:	Amount of Coverage:
_____	\$ _____
_____	\$ _____
_____	\$ _____

2. The amount of coverage available to cover ITG's liability for loss or damage under this certificate at the time of payment of loss shall be the Aggregate Amount of Coverage defined in Section 3 of this endorsement.

3. Subject to the limits in Section 4 of this endorsement, the Aggregate Amount of Coverage under these certificates is \$ \_\_\_\_\_ .

4. Section 7(a)(i) of the Conditions of this certificate is amended to read:

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

In case of a claim under this certificate, ITG shall have the following additional options:

(a) to pay or tender payment of the lesser of the value of the Title as guaranteed or the Aggregate Amount of Coverage applicable under this certificate at the date the claim was made by the Guaranteed Claimant, or to purchase the Indebtedness.

(i) to pay or tender payment of the lesser of the value of the Title as guaranteed at the date the claim was made by the Guaranteed Claimant, or the Aggregate Amount of Coverage applicable under this certificate together with any cost, attorneys' fees, and costs and expenses incurred by the Guaranteed Claimant that were authorized by ITG up to the time of payment or tender of payment and that ITG is obligated to pay; or

5. Section 8(a) and 8(b) of the Conditions of this certificate are amended to read:

**8. DETERMINATION AND EXTENT OF LIABILITY**

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This certificate is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Guaranteed Claimant who has suffered loss or damage by reason of matters guaranteed against by this certificate.

(a) The extent of liability of ITG for loss or damage under this certificate shall not exceed the least of

(i) the Aggregate Amount of Coverage,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as guaranteed and the value of the Title subject to the risk guaranteed against by this certificate, or

(iv) if a government agency or instrumentality is the Guaranteed Claimant, the amount it paid in the acquisition of the Title or the Guaranteed Mortgage in satisfaction of its insurance contract or guaranty.

(b) If ITG pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Guaranteed Mortgage, as guaranteed, the Guaranteed Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Guaranteed Claimant or as the date it is settled and paid.

6. Section 10 of the Conditions of this certificate is amended to read:

**10. REDUCTION OF COVERAGE; REDUCTION OR TERMINATION OF LIABILITY**

(a) All payments under this certificate, except payments made for costs, attorneys' fees, and expenses, shall reduce the Aggregate Amount of Coverage by the amount of the payment.

(b) However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Aggregate Amount of Coverage afforded under this endorsement except to the extent that the payments reduce the Indebtedness.

(c) The voluntary satisfaction or release of the Guaranteed Mortgage shall terminate all liability of ITG under this certificate, except as provided in Section 2 of these Conditions, but it will not reduce the Aggregate Amount of Coverage for the other certificates identified in Section 1 of this endorsement.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a

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provision of the certificate 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 certificate and of any prior endorsements.

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**Assignment**  
**ALTA Endorsement 10-06**  
**(Revised 02/03/2010)**

Certificate Number: \_\_\_\_\_

1. The name of the Guaranteed at Date of Endorsement and referred to in this endorsement as the "Assignee" is amended to read: \_\_\_\_\_.

2. ITG guarantees against loss or damage sustained by the Assignee by reason of:

a. The failure of the following assignment to vest title to the Guaranteed Mortgage in the Assignee: \_\_\_\_\_;

b. Any modification, partial or full reconveyance, release, or discharge of the lien of the Guaranteed Mortgage recorded on or prior to Date of Endorsement in the Public Records other than those shown in the certificate or a prior endorsement, except: \_\_\_\_\_;

This endorsement does not guarantee against loss or damage, and ITG will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the assignment by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

1. the assignment being deemed a fraudulent conveyance or fraudulent transfer; or
2. the assignment being deemed a preferential transfer.

This endorsement shall be effective provided that, at Date of Endorsement, (1) the note or notes secured by the lien of the Guaranteed Mortgage have been properly endorsed and delivered to the Assignee, or (2) if the note or notes are transferable records, the Assignee has "control" of the single authoritative copy of each "transferable record" as these terms are defined by applicable electronic transactions laws.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

Date of Endorsement: \_\_\_\_\_

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# Commercial Environmental Protection Lien

## ALTA Endorsement 8.2-06

(Adopted 10/16/2008)

Certificate Number:

ITG guarantees against loss or damage sustained by the Guaranteed by reason of an environmental protection lien that, at Date of Certificate, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Comprehensive 1 - Improved Land Endorsement

Certificate Number:

ITG guarantees the Guaranteed against loss or damage sustained by the Guaranteed by reason of:

1. Any incorrectness in the assurance which ITG hereby gives:
  - a. That there are no covenants, conditions, or restrictions under which the lien of the Guaranteed Mortgage can be cut off, subordinated, or otherwise impaired;
  - b. That, except as shown in Schedule B, there are no present violations on the Land of any enforceable covenants, conditions, or restrictions;
  - c. That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on the Land onto adjoining lands, nor any encroachments onto the Land of buildings, structures, or improvements located on adjoining lands.
2. Any violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to the Land by the Guaranteed, provided such violations result in loss or impairment of the lien of the Guaranteed Mortgage, or result in loss or impairment of the title to the Land if the Guaranteed shall acquire such title in satisfaction of the indebtedness secured by the Guaranteed Mortgage.
3. Damage to existing improvements that are located or encroach upon that portion of the Land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purpose for which the same was granted or reserved.
4. Any final court order or judgment requiring removal from any land adjoining the Land of any encroachment shown in Schedule B.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Comprehensive 2 - Lender Restrictions,  
Encroachments, Minerals  
ALTA Endorsement 9-06  
(Revised 04/02/2012)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.
2. For the purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Certificate.
  - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Certificate that by law constitutes real property.
3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
  - a. A violation of a Covenant that:
    - i. divests, subordinates, or extinguishes the lien of the Guaranteed Mortgage,
    - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Guaranteed Mortgage, or
    - iii. causes a loss of the Guaranteed's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
  - b. A violation on the Land at Date of Certificate of an enforceable Covenant, unless an exception in Schedule B of the certificate identifies the violation;
  - c. Enforced removal of an Improvement located on the Land as a result of a violation, at Date of Certificate, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the certificate identifies the violation; or
  - d. A notice of a violation, recorded in the Public Records at Date of Certificate, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the certificate identifies the

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notice of the violation.

4. ITG guarantees against loss or damage sustained by reason of:

a. An encroachment of:

i. an Improvement located on the Land, at Date of Certificate, onto adjoining land or onto that portion of the Land subject to an easement; or

ii. an Improvement located on adjoining land onto the Land at Date of Certificate

unless an exception in Schedule B of the certificate identifies the encroachment otherwise guaranteed against in Sections 4(a)(i) or 4(a)(ii);

b. A final court order or judgment requiring the removal from any land adjoining the Land of an encroachment identified in Schedule B; or

c. Damage to an Improvement located on the Land, at Date of Certificate:

i. that is located on or encroaches onto that portion of the Land subject to an 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; or

ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

5. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease;

b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;

c. except as provided in Section 3(d), any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;

d. contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence; or

e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a

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provision of the certificate 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 certificate and of any prior endorsements.

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## Comprehensive 3 - Unimproved Land

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. Any incorrectness in the assurance which ITG hereby gives:
  - a. That there are no covenants, conditions, or restrictions under which the lien of the Guaranteed Mortgage can be cut off, subordinated, or otherwise impaired;
  - b. That, except as shown in Schedule B, there are no present violations on the Land of any enforceable covenants, conditions, or restrictions;
  - c. That, except as shown in Schedule B, there are no encroachments onto the Land of buildings, structures, or improvements located on adjoining lands.
2. Any violations on the Land of any covenants, conditions or restrictions occurring prior to acquisition of title to the Land by the Guaranteed, provided such violations result in loss or impairment of the lien of the Guaranteed Mortgage, or result in loss or impairment of the title to the Land if the Guaranteed shall acquire such title in satisfaction of the indebtedness secured by the Guaranteed Mortgage.
3. Any final court order or judgment requiring removal from any land adjoining the Land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words “covenants, conditions or restrictions” appear, they shall not be deemed to refer to or to include the terms, covenants, conditions or limitations contained in any lease, instrument creating an easement or declaration of condominium referred to in Schedule A.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

CERTIFICATE NO.:

VERIFICATION CODE:

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**Comprehensive 4 - Owner Covenants,  
Conditions and Restrictions - Unimproved Land  
ALTA Endorsement 9.1-06  
(Revised 04/02/2012)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.
2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Certificate.
3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
  - a. A violation on the Land at Date of Certificate of an enforceable Covenant, unless an exception in Schedule B of the certificate identifies the violation; or
  - b. A notice of a violation, recorded in the Public Records at Date of Certificate, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the certificate identifies the notice of the violation.
4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3(b), any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Comprehensive 5 - Owner Covenants,  
Conditions and Restrictions - Improved Land  
ALTA Endorsement 9.2-06  
(Revised 04/02/2012)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.
2. For the purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Certificate.
  - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Certificate and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
  - a. A violation on the Land at Date of Certificate of an enforceable Covenant, unless an exception in Schedule B of the certificate identifies the violation;
  - b. Enforced removal of an Improvement as a result of a violation, at Date of Certificate, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the certificate identifies the violation; or
  - c. A notice of a violation, recorded in the Public Records at Date of Certificate, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the certificate identifies the notice of the violation.
4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
  - c. except as provided in Section 3(c), any Covenant relating to environmental protection of

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any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Comprehensive 6 - Restrictions Endorsement

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. Any inaccuracies in the following assurances:

Any right of re-entry or right of forfeiture or reversion of Title to the estate or interest referred to in Schedule A contingent on a violation of the covenants, conditions or restrictions referred to in Exception Number(s) \_\_\_\_\_ is(are) not enforceable.

2. The exercise or attempt to exercise any right of re-entry, forfeiture or reversion or other right of termination of Title to said estate or interest based on a violation of said covenants, conditions or restrictions disclosed in Paragraph 1 above.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Comprehensive 7 Restrictions, Encroachments,  
Minerals - Land Under Development  
ALTA Endorsement 9.7-06  
(Adopted 04/02/2012)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 5 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.

2. For purposes of this endorsement only:

a. "Covenant" means a covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Certificate.

b. "Future Improvement" means a building, structure, road, walkway, driveway, curb, lawn, shrubbery or trees to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property.

c. "Improvement" means an improvement, included any lawn, shrubbery, or trees, affixed to either the Land or adjoining land at Date of Certificate that by law constitutes real property.

d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by *(insert name of architect or engineer)* dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as *(insert name of project or project number)* consisting of \_\_\_\_\_ sheets.

3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:

a. A violation of a Covenant that:

i. divests, subordinates, or extinguishes the lien of the Guaranteed Mortgage,

ii. results in the invalidity, unenforceability or lack of priority of the lien of the Guaranteed Mortgage, or

iii. causes a loss of the Guaranteed's Title acquired in satisfaction or partial satisfaction of the Indebtedness;

b. A violation of an enforceable Covenant by an Improvement on the Land at the Date of Certificate or by a Future Improvement, unless an exception in Schedule B of the Certificate identifies the violation;

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c. Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Certificate, unless an exception in Schedule B of the certificate identifies the violation; or

d. A notice of a violation, recorded in the Public Records at Date of Certificate, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the certificate identifies the notice of the violation.

4. ITG guarantees against loss or damage sustained by reason of:

a. An encroachment of:

i. an Improvement located on the Land at the Date of Certificate or a Future Improvement, onto adjoining land or onto that portion of the Land subject to an easement; or

ii. an Improvement located on adjoining land onto the Land at Date of Certificate,

unless an exception in Schedule B of the certificate identifies the encroachment otherwise insured against in Sections 4.a.i or 4.a.ii.;

b. Damage to an Improvement located on the Land at Date of Certificate or a Future Improvement:

i. that encroaches onto that portion of the Land subject to an 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; or

ii. resulting from the future exercise of a right to use the surface of the Land for the extraction or development of minerals or any other subsurface substances excepted from the description of the Land or excepted in Schedule B.

5. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease;

b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;

c. except as provided in Section 3.d, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances;

d. contamination, explosion, fire vibration, fracturing, earthquake or subsidence; or

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e. negligence by a person or an Entity exercising a right to extract or develop minerals or other subsurface substances.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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# Comprehensive 8 - Owner Covenants, Conditions and Restrictions - Land Under Development

**ALTA Endorsement 9.8-06  
(Adopted 04/02/2012)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.

2. For purposes of this endorsement only:

a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Certificate.

b. "Future Improvement" means a building, structure, road, walkway, driveway, curb to be constructed on or affixed to the Land in the locations according to the Plans and that by law will constitute real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

c. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Certificate and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.

d. "Plans" means the survey, site and elevation plans or other depictions or drawings prepared by *(insert name of architect or engineer)* dated \_\_\_\_\_ last revised \_\_\_\_\_, designated as *(insert name of project or project number)* consisting of \_\_\_\_\_ sheets.

3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:

a. A violation of an enforceable Covenant by an Improvement on the Land at Date of Certificate or by a Future Improvement, unless an exception in Schedule B of the certificate identifies the violation;

b. Enforced removal of an Improvement located on the Land or of a Future Improvement as a result of a violation of a building setback line shown on a plat of subdivision recorded or filed in the Public Records at Date of Certificate, unless an exception in Schedule B of the certificate identifies the violation; or

c. A notice of a violation, recorded in the Public Records at Date of Certificate, of an enforceable Covenant relating to environmental protection describing any part of the Land

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and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the certificate identifies the notice of the violation.

4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:

- a. any Covenant contained in an instrument creating a lease;
- b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
- c. except as provided in Section 3.c, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Condominium - Assessments Priority - Lender

### ALTA Endorsement 4-06

(Revised 02/03/2010)

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the Title to the unit and its common elements.
3. Present violations of any restrictive covenants that restrict the use of the unit and its common elements and that are contained in the condominium documents or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 3, the words "restrictive covenants" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Certificate and is not excepted in Schedule B.
4. The priority of any lien for charges and assessments provided for in the condominium statutes and condominium documents at Date of Certificate over the lien of any Guaranteed Mortgage identified in Schedule A.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements that exist at Date of Certificate because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of the Title by reason of a right of first refusal to purchase the unit and its common elements that was exercised or could have been exercised at Date of Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i)

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modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Condominium - Current Assessments - Owner ALTA Endorsement 4.1-06 (Revised 10/16/2008)

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the Title to the unit and its common elements.
3. Present violations of any restrictive covenants that restrict the use of the unit and its common elements and that are contained in the condominium documents or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 3, the words "restrictive covenants" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair, or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Certificate and is not excepted in Schedule B.
4. Any charges or assessments provided for in the condominium statutes and condominium documents due and unpaid at Date of Certificate.
5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements that exist at Date of Certificate because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of the Title by reason of a right of first refusal, to purchase the unit and its common elements that was exercised or could have been exercised at Date of Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements,

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(iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Construction Loan  
ALTA Endorsement 32-06  
(Adopted 02/03/2011)**

Certificate Number:

1. Covered Risk 11 (a) of this certificate is deleted.
2. The coverage[for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Certificate, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:
  - a. "Date of Coverage", is [\_\_\_\_\_] [Date of Certificate] unless ITG sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of ITG.
  - b. "Construction Loan Advance," shall mean an advance that constitutes Indebtedness made on or before Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
  - c. "Mechanic's Lien," shall mean any statutory lien or claim of lien, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.
3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
  - a. The invalidity or unenforceability of the lien of the Guaranteed Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage;
  - b. The lack of priority of the lien of the Guaranteed Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and
  - c. The lack of priority of the lien of the Guaranteed Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic's Lien, if notice of the Mechanic's Lien is not filed or recorded in the Public Records, but only to the extent that the charges for the services, labor, materials or equipment for which the Mechanic's Lien is claimed were designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Guaranteed on or before Date of Coverage.
4. This certificate does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees or expenses) by reason of any Mechanic's Lien arising from services, labor, material or equipment:

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a. furnished after Date of Coverage; or

b. not designated for payment in the documents supporting a Construction Loan Advance disbursed by or on behalf of the Guaranteed on or before Date of Coverage.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Construction Loan - Direct Payment**  
**ALTA Endorsement 32.1-06**  
**(Revised 04/02/2013)**

Certificate Number:

1. Covered Risk 11 (a) of this certificate is deleted.
2. The coverage[for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Certificate, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:
  - a. "Date of Coverage", is [\_\_\_\_\_] [Date of Certificate] unless ITG sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of ITG.
  - b. "Construction Loan Advance," shall mean an advance that constitutes Indebtedness made on or before Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
  - c. "Mechanic's Lien," shall mean any statutory lien or claim of lien, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.
3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
  - a. The invalidity or unenforceability of the lien of the Guaranteed Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage;
  - b. The lack of priority of the lien of the Guaranteed Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and
  - c. The lack of priority of the lien of the Guaranteed Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic's Lien if notice of the Mechanic's Lien is not filed or recorded in the Public Records, but only to the extent that direct payment to the Mechanic's Lien claimant for the charges for the services, labor, materials or equipment for which the Mechanic's Lien is claimed has been made by ITG or by the Guaranteed with ITG's written approval.
4. This certificate does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees or expenses) by reason of any Mechanic's Lien arising from services, labor, material or equipment:

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a. furnished after Date of Coverage; or

b. to the extent that the Mechanic's Lien claimant was not directly paid by ITG or by the Guaranteed with ITG's written approval.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Construction Loan - Guaranteed's Direct  
Payment  
ALTA Endorsement 32.2-06  
(Revised 04/02/2013)**

Certificate Number:

1. Covered Risk 11 (a) of this certificate is deleted.
2. The coverage [for Construction Loan Advances] added by Section 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the Certificate, the provisions of the Conditions, and the exceptions contained in Schedule B. For the purposes of this endorsement and each subsequent Disbursement Endorsement:
  - a. "Date of Coverage," is [ \_\_\_\_\_ ] [Date of Certificate] unless ITG sets a different Date of Coverage by an ALTA 33-06 Disbursement Endorsement issued at the discretion of ITG.
  - b. "Construction Loan Advance," shall mean an advance that constitutes Indebtedness made on or before Date of Coverage for the purpose of financing in whole or in part the construction of improvements on the Land.
  - c. "Mechanic's Lien," shall mean any statutory lien or claim of lien, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished.
3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
  - a. The invalidity or unenforceability of the lien of the Guaranteed Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage;
  - b. The lack of priority of the lien of the Guaranteed Mortgage as security for each Construction Loan Advance made on or before the Date of Coverage, over any lien or encumbrance on the Title recorded in the Public Records and not shown in Schedule B; and
  - c. The lack of priority of the lien of the Guaranteed Mortgage, as security for each Construction Loan Advance made on or before the Date of Coverage over any Mechanic's Lien, if notice of the Mechanic's Lien is not filed or recorded in the Public Records, but only to the extent that direct payment to the Mechanic's Lien claimant for the charges for the services, labor, materials or equipment for which the Mechanic's Lien is claimed has been made by the Guaranteed or on the Guaranteed's behalf on or before Date of Coverage.
4. This certificate does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees or expenses) by reason of any Mechanic's Lien arising from services, labor, materials or equipment:

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a. Furnished after Date of Coverage; or

b. To the extent that the Mechanic's Lien claimant was not directly paid by the Guaranteed or on the Guaranteed's behalf.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Contiguity - Multiple Parcels ALTA Endorsement 19-06 (Adopted 06/17/2006)

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. The failure of the \_\_\_\_\_ boundary line of Parcel \_\_\_\_\_ of the Land to be contiguous to the \_\_\_\_\_; or
2. The presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Contiguity - Single Parcel  
ALTA Endorsement 19.1-06  
(Adopted 06/17/2006)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. The failure of the Land to be contiguous to \_\_\_\_\_ along the \_\_\_\_\_ boundary line(s); or
2. The presence of any gaps, strips, or gores separating the contiguous boundary lines described above.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Contiguity - Specified Parcels**  
**ALTA Endorsement 19.2-06**  
**(Adopted 04/02/2015)**

Certificate Number:

ITG guarantees against loss or damage sustained by the Guaranteed by reason of there being any gaps, strips, or gores lying within or between [Example: Parcel A, B, C or Tract 1, 2, 3] of the Land [ except as depicted on the survey made by \_\_\_\_\_ dated \_\_\_\_\_, and designated Job No. \_\_\_\_\_ ].

This endorsement is issued as part of the certificate and is subject to the certificate's (i) Exclusions from Coverage, (ii) Conditions, and (iii) Exceptions from Coverage contained in Schedule B, in addition to (iv) exceptions and exclusions, if any, in this endorsement. Except as expressly stated, this endorsement does not (i) modify the certificate or any other endorsement to the certificate, (ii) extend the Date of Certificate, or (iii) increase the Amount of Coverage. To the extent the certificate or any previously issued endorsement to the certificate is inconsistent with this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the certificate and of any other endorsements.

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## Date Down Endorsement - Lender

Certificate Number:

1. Schedule A of the above certificate is hereby amended in the following particulars:
  - a. The Date of Certificate is extended to \_\_\_\_\_.
  - b. The current disbursement is \_\_\_\_\_.
  - c. The aggregate amount, including the current disbursement, recognized by Iowa Title Guaranty as disbursed by the Guaranteed is \_\_\_\_\_.
2. Schedule B - Part I of the above certificate is hereby amended in the following particulars:
  - a. The following numbered exceptions are deleted: \_\_\_\_\_.
  - b. The following numbered exceptions are added: \_\_\_\_\_.
  - c. The following numbered exceptions are amended: \_\_\_\_\_.
3. Schedule B - Part II of the above certificate is hereby amended in the following particulars:
  - a. The following numbered exceptions are deleted: \_\_\_\_\_.
  - b. The following numbered exceptions are added: \_\_\_\_\_.
  - c. The following numbered exceptions are amended: \_\_\_\_\_.
4. The extension of the Date of Certificate, as described in Paragraph 1 herein, does not extend the coverage provided by any endorsements previously issued with the certificate, nor does it provide coverage for any state of facts occurring subsequent to the Date of Certificate as originally shown in Schedule A that would be disclosed by a current, accurate and complete survey of the Land.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Date Down Endorsement - Owner

Certificate Number:

1. Schedule A of the above certificate is hereby amended in the following particulars:
  - a. The Date of Certificate is extended to \_\_\_\_\_.
2. Schedule B of the above certificate is hereby amended in the following particulars:
  - a. The following numbered exceptions are deleted: \_\_\_\_\_.
  - b. The following numbered exceptions are added: \_\_\_\_\_.
  - c. The following numbered exceptions are amended: \_\_\_\_\_.
3. The extension of the Date of Certificate, as described in Paragraph 1 herein, does not extend the coverage provided by any endorsements previously issued with the certificate, nor does it provide coverage for any state of facts occurring subsequent to the Date of Certificate as originally shown in Schedule A that would be disclosed by a current, accurate and complete survey of the Land.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Disbursement**  
**ALTA Endorsement 33-06**  
**(Adopted 02/03/2011)**

Certificate Number:

1. The Date of Coverage is amended to \_\_\_\_\_
  - a. The current disbursement is: \$ \_\_\_\_\_
  - b. The aggregate amount, including the current disbursement, recognized by ITG as disbursed by the Guaranteed is: \$ \_\_\_\_\_

2. Schedule A is amended as follows:

3. Schedule B is amended as follows:

Part I:

Part II:

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Doing Business**  
**ALTA Endorsement 24-06**  
**(Adopted 10/16/2008)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of the invalidity or unenforceability of the lien of the Guaranteed Mortgage on the ground that making the loan secured by the Guaranteed Mortgage constituted a violation of the "doing-business" laws of the State of Iowa because of the failure of the Guaranteed to qualify to do business under those laws.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Easement - Damage or Enforced Removal

### ALTA Endorsement 28-06

(Revised 02/03/2010)

Certificate Number:

ITG guarantees against loss or damage sustained by the Guaranteed if the exercise of the granted or reserved rights to use or maintain the easement(s) referred to in Exception(s) \_\_\_\_\_ of Schedule B results in:

1. damage to an existing building located on the Land, or
2. enforced removal or alteration of an existing building located on the Land.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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IOWA TITLE GUARANTY  
COMMERCIAL

## Electronic Signature Endorsement - Lender

Certificate Number:

ITG guarantees the Guaranteed that ITG will not deny liability under the certificate or any endorsements issued therewith solely on the grounds that the certificate and/or endorsements were issued electronically and/or lacked handwritten signatures in accordance with Paragraph 14(c) of the Conditions.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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IOWA TITLE GUARANTY  
COMMERCIAL

## Electronic Signature Endorsement - Owner

Certificate Number:

ITG guarantees the Guaranteed that ITG will not deny liability under the certificate or any endorsements issued therewith solely on the grounds that the certificate and/or endorsements were issued electronically and/or lacked handwritten signatures in accordance with Paragraph 15(c) of the Conditions.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Encroachment Endorsement

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of any final judgment or decree by a court of competent jurisdiction denying the right to maintain the improvements as now located on the Land, beyond the boundaries of the property described in Schedule A hereof, or in violation of any building set-back line, or easement mentioned in Schedule B hereof because of the encroachment raised in Schedule B as Exception Number(s) \_\_\_\_\_.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Encroachment Endorsement - Adverse

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of the adverse encroachment raised in Schedule B as Exception Number(s) \_\_\_\_\_.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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# Encroachments-Boundaries and Easements

ALTA Endorsement 28.1-06

(Adopted 04/02/2012)

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at Date of Certificate and that by law constitutes real property.
3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
  - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the certificate identifies the encroachment;
  - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Certificate, unless an exception in Schedule B of the certificate identifies the encroachment;
  - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
  - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from the encroachments listed as Exceptions \_\_\_\_\_ of Schedule B.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Encroachments - Boundaries and Easements -  
Land Under Development  
ALTA Endorsement 28.3-06  
(Adopted 04/02/2015)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exceptions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.
2. For purposes of this endorsement only:
  - a. "Improvement" means a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Certificate that by law constitutes real property.
  - b. "Future Improvement" means any of the following to be constructed on the Land after Date of Certificate in the locations according to the Plans and that by law constitutes real property:
    - i. a building;
    - ii. a structure; or
    - iii. a paved area, including any road, walkway, parking area, driveway, or curb.
  - c. "Plans" mean the survey, site and elevation plans, or other depictions or drawings prepared by \_\_\_\_\_ dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as \_\_\_\_\_ consisting of \_\_\_\_\_ sheets.
3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
  - a. An encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the certificate identifies the encroachment;
  - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Certificate, unless an Exception in Schedule B of the certificate identifies the encroachment;
  - c. Enforced removal of any Improvement or Future Improvement located on the Land as a result of an encroachment by the Improvement or Future Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the

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purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or

d. Enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.

4. Sections 3(c) and 3(d) of this endorsement do not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B: \_\_\_\_\_.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Endorsement Against Loss-Lien

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of the enforcement of the lien raised in Schedule B as Exception Number (s) \_\_\_\_\_ so as to secure full or partial satisfaction thereof out of the Land as a lien encumbering or having priority over the Guaranteed Mortgage or estate guaranteed by this certificate, as well as costs, attorney fees, and expenses in defense against such encumbrance as provided in the Conditions of this certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Environmental Protection Lien - Multifamily

**ALTA Endorsement 8.1-06**  
**(Adopted 06/17/2006)**

Certificate Number:

The coverage afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of lack of priority of the lien of the Guaranteed Mortgage over:

1. Any environmental protection lien that, at Date of Certificate, is recorded in those records established under Iowa statutes at Date of Certificate for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or is 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 the Schedule B; or
2. Any environmental protection lien provided for by any state statute in effect at Date of Certificate, except environmental protection liens provided for by the following state statutes: 455B.396.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Fairway Endorsement

Certificate Number:

ITG hereby agrees with the Guaranteed that this certificate and the coverage provided to the Guaranteed hereunder shall not be deemed to have lapsed, or to have been forfeited, or to have terminated because of the occurrence, subsequent to the Date of Certificate, of either of the following events so long as an amended partnership certificate has been duly and timely filed pursuant to applicable state law (provided that the Guaranteed has not been dissolved or discontinued by reason of the following events pursuant to applicable state law):

1. The admission or withdrawal of any individual or entity as a partner in the Guaranteed, or
2. A change in any partner's interest in capital or profits of, or as a limited or general partner in, the Guaranteed.

Nothing contained herein shall be deemed to be a waiver of any rights ITG may otherwise have under this certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## First Loss - Multiple Parcel Transactions

ALTA Endorsement 20-06

(Adopted 06/17/2006)

Certificate Number:

This endorsement is effective only if the Collateral includes at least two parcels of real property.

1. For the purposes of this endorsement:

a. "Collateral" means all property, including the Land, given as security for the Indebtedness.

b. "Material Impairment Amount" means the amount by which any matter covered by the certificate for which a claim is made diminishes the value of the Collateral below the Indebtedness.

2. In the event of a claim resulting from a matter guaranteed against by the certificate, ITG agrees to pay that portion of the Material Impairment Amount that does not exceed the extent of liability imposed by Section 8 of the Conditions without requiring:

a. maturity of the Indebtedness by acceleration or otherwise,

b. pursuit by the Guaranteed of its remedies against the Collateral, or

c. pursuit by the Guaranteed of its remedies under any guaranty, bond or other insurance policy.

3. Nothing in this endorsement shall impair ITG's right of subrogation. However, ITG agrees that its right of subrogation shall be subordinate to the rights and remedies of the Guaranteed. ITG's right of subrogation shall include the right to recover the amount paid to the Guaranteed pursuant to paragraph 2 of this endorsement from any debtor or guarantor of the Indebtedness, after payment or other satisfaction of the remainder of the Indebtedness and other obligations secured by the lien of the Guaranteed Mortgage. ITG shall have the right to recoup from the Guaranteed Claimant any amount received by it in excess of the Indebtedness up to the amount of the payment under paragraph 2 of this endorsement.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Foundation Endorsement

Certificate Number:

Date of Endorsement: \_\_\_\_\_.

ITG Guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. The failure of the foundation of the structure under construction on the Land to be within the boundary lines of the Land as of the date hereof;
2. The location of the foundation, as of the date hereof, being in violation of the covenants, conditions or restrictions referred to in Schedule B;
3. The foundation encroaching, as of the date hereof, onto any easements referred to in Schedule B.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements

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**Future Advance - Priority  
ALTA Endorsement 14-06  
(Revised 02/03/2011)**

Certificate Number:

1. The coverage for Advances added by Sections 2 and 3 of this endorsement is subject to the exclusions in Section 4 of this endorsement and the Exclusions from Coverage in the certificate, except Exclusion 3(d), the provisions of the Conditions, and the exceptions contained in Schedule B:

- a. "Agreement," as used in this endorsement, shall mean either the note or loan agreement secured by the Guaranteed Mortgage.
- b. "Advances," as used in this endorsement, shall mean only those advances of principal indebtedness made after the Date of Certificate as provided in the Agreement, including expenses of foreclosure, amounts advanced pursuant to the Guaranteed Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Guaranteed Mortgage before the time of acquisition of the Title, and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
- c. "Changes in the rate of interest," as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to a formula provided in the Guaranteed Mortgage at Date of Certificate.

2. ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

- a. The invalidity or unenforceability of the lien of the Guaranteed Mortgage as security for each Advance.
- b. The lack of priority of the lien of the Guaranteed Mortgage as security for each Advance over any lien or encumbrance on the Title.
- c. The invalidity or unenforceability or loss of priority of the lien of the Guaranteed Mortgage as security for the Indebtedness and Advances resulting from (i) re-Advances and repayments of Indebtedness, (ii) lack of outstanding Indebtedness before an Advance, or (iii) the failure of the Guaranteed Mortgage to comply with the requirements of state law of the state in which the Land is located to secure Advances.

3. ITG also guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

- a. The invalidity or unenforceability of the lien of the Guaranteed Mortgage resulting from

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any provisions of the Agreement that provide for (i) interest on interest, (ii) changes in the rate of interest, or (iii) the addition of unpaid interest to the Indebtedness.

b. Loss of priority of the lien of the Guaranteed Mortgage as security for the Indebtedness, interest on interest, or interest as changed in accordance with the provisions of the Guaranteed Mortgage, which loss of priority is caused by (i) changes in the rate of interest, (ii) interest on interest, or (iii) increases in the Indebtedness resulting from the addition of unpaid interest.

4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:

a. The invalidity, unenforceability or lack of priority of the lien of the Guaranteed Mortgage as security for any advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor.

b. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after Date of Certificate.

c. The loss of priority of the lien of the Guaranteed Mortgage as security for any Advance, to a federal tax lien, which Advance is made after the earlier of (i) actual knowledge of the Guaranteed that a federal tax lien was filed against the mortgagor, or (ii) the expiration of more than forty-five days after notice of a federal tax lien filed against the mortgagor.

d. Any federal or state environmental protection lien.

e. Usury, or any consumer credit protection or truth-in-lending law.

f. Any mechanic's or materialmen's lien.

5. The Amount of Coverage includes Advances.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Gap Coverage Endorsement

Certificate Number:

Notwithstanding anything to the contrary contained herein, ITG agrees that upon receipt of a properly executed Pre-Closing Search Certification, coverage hereunder and the Effective Date hereof shall be extended up to and including the recording of the deed and/or mortgage of the Proposed Guaranteed(s) identified in Schedule A hereof, provided that the documents are recorded no later than the tenth day, following the date of the Pre-Closing Search Certification, that documents can be recorded in the County Recorder's Office.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Leasehold - Lender**  
**ALTA Endorsement 13.1-06**  
**(Revised 04/02/2012)**

Certificate Number:

1. As used in this endorsement, the following terms shall mean:

- a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession guaranteed by this certificate, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this certificate.
- b. "Lease": the lease described in Schedule A.
- c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
- d. "Lease Term": the duration of the Leasehold Estate, as set forth in the lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
- e. "Personal Property": property , in which and to the extent the Guaranteed has rights, located on or affixed to the Land on or after Date of Certificate that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property of to the Land.
- f. "Remaining Lease Term": the portion of the Lease Term remaining after the Tenant has been Evicted.
- g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this certificate, the Guaranteed Claimant.
- h. "Tenant Leasehold Improvements": Those improvements , in which and to the extent the Guaranteed has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Tenant's expense or in which the tenant has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Guaranteed:

If in computing loss or damage it becomes necessary to value the Title as the result of a covered matter that results in an Eviction of the Tenant, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements

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existing on the date of the Eviction. The Guaranteed Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Guaranteed acquires all or any part of the Title in accordance with the provisions of Section 2 of the Conditions of this Certificate and thereafter is Evicted, the following items of loss, if applicable to that portion of the Land from which the Guaranteed is Evicted shall be included, without duplication, in computing loss or damage incurred by the Guaranteed, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the Certificate, or Section 8(a)(iii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Guaranteed has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Guaranteed solely because of the Eviction.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Guaranteed as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the Guaranteed must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Guaranteed has been Evicted.
- d. The fair market value, at the time of the Eviction, of the estate or interest of the Guaranteed in any lease or sublease made by Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- e. Damages that the Guaranteed is obligated to pay to lessees or sub lessees on account of the breach of any lease or sublease made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction.
- f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
- g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Guaranteed, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to

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obtain land use, zoning, building and occupancy permits, architectural and engineering fees, construction management fees, costs of environmental testing and reviews, and landscaping costs.

4. This endorsement does not guarantee against loss, damage or costs of remediation (and ITG will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Leasehold - Owner**  
**ALTA Endorsement 13-06**  
**(Revised 04/02/2012)**

Certificate Number:

1. As used in this endorsement, the following terms shall mean:

- a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession guaranteed by this certificate, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this certificate.
- b. "Lease": the lease described in Schedule A.
- c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
- d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
- e. "Personal Property": property, in which and to the extent the Guaranteed has rights, located on or affixed to the Land on or after Date of Certificate that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
- f. "Remaining Lease Term": the portion of the Lease Term remaining after the Guaranteed has been Evicted.
- g. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Guaranteed has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Guaranteed's expense or in which the Guaranteed has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Guaranteed:

If in computing loss or damage it becomes necessary to value the Title, or any portion, as the result of an Eviction of the Guaranteed, then, as to that portion of the Land from which the Guaranteed is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Guaranteed Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect guaranteed against by the certificate valued either as a whole or separately. In either event, this determination of value shall take into account rent

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no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Guaranteed is Evicted, the following items of loss, if applicable to that portion of the Land from which the Guaranteed is Evicted shall be included, without duplication, in computing loss or damage incurred by the Guaranteed, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the Certificate, or Section 8(a)(ii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Guaranteed has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Guaranteed solely because of the Eviction.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Guaranteed as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the Guaranteed must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Guaranteed has been Evicted.
- d. The fair market value, at the time of the Eviction, of the estate or interest of the Guaranteed in any lease or sublease permitted by the Lease and made by the Guaranteed as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- e. Damages caused the Eviction that the Guaranteed is obligated to pay to lessees or sub lessees on account of the breach of any lease or sublease permitted by the Lease and made by the Guaranteed as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
- f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
- g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Guaranteed, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping services.

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4. This endorsement does not guarantee against loss, damage, or costs of remediation (and ITG will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Location - Commercial**  
**ALTA Endorsement 22-06**  
**(Adopted 06/17/2006)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of the failure of \_\_\_\_\_, known as \_\_\_\_\_, to be located on the Land at Date of Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Mortgage Modification**  
**ALTA Endorsement 11-06**  
**(Adopted 06/17/2006)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. The invalidity or unenforceability of the lien of the Guaranteed Mortgage upon the Title at Date of Endorsement as a result of the agreement dated \_\_\_\_\_, recorded \_\_\_\_\_ ("Modification"); and
2. The lack of priority of the lien of the Guaranteed Mortgage, at Date of Endorsement, over defects in or liens or encumbrances on the Title, except for those shown in the certificate or any prior endorsement and except: \_\_\_\_\_

This endorsement does not insure against loss or damage, and ITG will not pay costs, attorneys' fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification 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 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 to a judgment or lien creditor.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Multiple Tax Parcel - Easements**  
**ALTA Endorsement 18.1-06**  
**(Adopted 06/17/2006)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. Those portions of the Land identified below not being assessed for real estate taxes under the listed tax identification numbers or those tax identification numbers including any additional land:

Parcel Number:                      Tax Identification Number(s):

\_\_\_\_\_

2. The easements, if any, described in Schedule A being cut off or disturbed by the nonpayment of real estate taxes, assessments or other charges imposed on the servient estate by a governmental authority.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Multiple Tax Parcel**  
**ALTA Endorsement 18.2-06**  
**(Adopted 08/01/2016)**

Certificate Number:

ITG guarantees against loss or damage sustained by the Guaranteed by reason of those portions of the Land identified below not being assessed for real estate taxes under the listed Tax Identification Numbers or those Tax Identification Numbers including any additional land:

Parcel:	Tax Identification Numbers:
_____	_____

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Non-Imputation - Additional Guaranteed  
ALTA Endorsement 15.1-06  
(Adopted 06/17/2006)**

Certificate Number:

For purposes of the coverage provided by this endorsement,

\_\_\_\_\_

(“Additional Guaranteed”) is added as a Guaranteed under the certificate. By execution below, the Guaranteed named in Schedule A acknowledges that any payment made under this endorsement shall reduce the Amount of Coverage as provided in Section 10 of the Conditions.

ITG agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise guaranteed against under the terms of the certificate solely by reason of the action or inaction or Knowledge, as of Date of Certificate, of

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whether or not imputed to the Additional Guaranteed by operation of law, to the extent of the percentage interest in the Guaranteed acquired by Additional Guaranteed as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter guaranteed against by the certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Non-Imputation - Full Equity Transfer

### ALTA Endorsement 15-06

(Adopted 06/17/2006)

Certificate Number:

ITG agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise guaranteed against under the terms of the certificate solely by reason of the action or inaction or Knowledge, as of Date of Certificate, of

\_\_\_\_\_

whether or not imputed to the Guaranteed by operation of law, provided

\_\_\_\_\_

acquired the Guaranteed as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter guaranteed against by the certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Non-Imputation - Partial Equity Transfer**  
**ALTA Endorsement 15.2-06**  
**(Adopted 06/17/2006)**

Certificate Number:

ITG agrees that it will not assert the provisions of Exclusions from Coverage 3(a), (b), or (e) to deny liability for loss or damage otherwise guaranteed against under the terms of the certificate solely by reason of the action or inaction or Knowledge, as of Date of Certificate, of

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whether or not imputed to the entity identified in paragraph 3 of Schedule A or to the Guaranteed by operation of law, but only to the extent that the Guaranteed acquired the Guaranteed's interest in the entity as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter guaranteed against by the certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Pari Passu Mortgage - Lender**  
**ALTA Endorsement 45-06**  
**(Adopted 12/01/2014)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 4 of this endorsement, the Exclusions from Coverage in the certificate, the Exceptions from Coverage contained in Schedule B, and the Conditions.

2. For the purpose of this endorsement only:

(a) "Intercreditor Agreement" means each agreement described in Exceptions \_\_\_\_\_ of Schedule B of the certificate among the *Pari Passu* Lenders;

(b) "*Pari Passu* Lender" means each respective lender secured by a *Pari Passu* Mortgage that has a certificate issued by ITG guaranteeing its Guaranteed Mortgage or *Pari Passu* Mortgage; and

(c) "*Pari Passu* Mortgage" means the Guaranteed Mortgage and each mortgage described in Exceptions \_\_\_\_\_ of Schedule B of the certificate.

3. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:

(a) the invalidity or unenforceability of the lien of the Guaranteed Mortgage resulting solely from the provisions of a *Pari Passu* Mortgage or Intercreditor Agreement establishing lien priority; or

(b) the lack of equal lien priority of the Guaranteed Mortgage to the other *Pari Passu* Mortgages.

4. ITG does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:

(a) the failure of the Guaranteed or any *Pari Passu* Lender to comply with the terms of the *Pari Passu* Mortgage or Intercreditor Agreement;

(b) the failure of the Guaranteed and each other *Pari Passu* Lender to simultaneously foreclose the Guaranteed Mortgage with each other *Pari Passu* Mortgage; or

(c) any provision in the Intercreditor Agreement that creates a preference among the *Pari Passu* Lenders for the sharing of the Indebtedness.

5. If the Guaranteed, any other *Pari Passu* Lender, or others have conflicting claims to all or part of the loss payable under the certificate, ITG may interplead the amount of the loss into

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court. The Guaranteed and any other *Pari Passu* Lender shall be jointly and severally liable for ITG's reasonable cost for the interpleader and subsequent proceedings, including attorneys' fees. ITG shall be entitled to payment of the sums for which the Guaranteed and any other *Pari Passu* Lender are liable under the preceding sentence from the funds deposited into court, and it may apply to the court for their payment.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Planned Unit Development (PUD) - Assessments  
Priority - Lender  
ALTA Endorsement 5-06  
(Revised 02/03/2010)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B that restrict the use of the Land or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 1, the words "restrictive covenants" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Certificate and is not excepted in Schedule B.
2. The priority of any lien for charges and assessments at Date of Certificate in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any Guaranteed Mortgage identified in Schedule A.
3. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of Title by reason of a right of first refusal to purchase the Land that was exercised or could have been exercised at Date of Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Planned Unit Development (PUD) - Current  
Assessments - Owner  
ALTA Endorsement 5.1-06  
(Revised 10/16/2008)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B that restrict the use of the Land or the forfeiture or reversion of Title by reason of any provision contained in the restrictive covenants. As used in this paragraph 1, the words "restrictive covenants" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Certificate and is not excepted in Schedule B.
2. Any charges or assessments in favor of any association of owners, that are provided for in any document referred to in Schedule B, due and unpaid at Date of Certificate.
3. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of Title by reason of a right of first refusal to purchase the Land that was exercised or could have been exercised at Date of Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Private Rights - Current Assessments - Lender

ALTA Endorsement 9.6.1-06

(Adopted 04/04/2015)

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.

2. For purposes of this endorsement only:

a. "Covenant" means a covenant, condition, limitation, or restriction in a document or instrument recorded in the Public Records at Date of Certificate.

b. "Private Right" means:

i. a private charge or assessment due and payable at Date of Certificate;

ii. an option to purchase;

iii. a right of first refusal; or

iv. a right of prior approval of a future purchaser or occupant.

3. ITG guarantees against loss or damage sustained by the Guaranteed under the certificate if enforcement of a Private Right in a Covenant affecting the Title at Date of Certificate:

a. Results in the invalidity, unenforceability, or lack of priority of the lien of the Guaranteed Mortgage; or

b. Causes a loss of the Guaranteed's Title acquired in satisfaction or partial satisfaction of the Indebtedness.

4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:

a. Any Covenant contained in an instrument creating a lease;

b. Any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; [or]

c. Any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances[; or]

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d. Any Private Right in an instrument identified in Exception(s) \_\_\_\_\_ in Schedule B].

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Private Rights - Lender  
ALTA Endorsement 9.6-06  
(Revised 04/02/13)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.
2. For purposes of this endorsement only:
  - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Certificate.
  - b. "Private Right" means (i) a private charge or assessment; (ii) an option to purchase; (iii) a right of first refusal; or (iv) a right of prior approval of a future purchaser or occupant.
3. ITG guarantees against loss or damage sustained by the Guaranteed under this Lender Certificate if enforcement of a Private Right in a Covenant affecting the Title at Date of Certificate (a) results in the invalidity, unenforceability or lack of priority of the lien of the Guaranteed Mortgage, or (b) causes a loss of the Guarantee's Title acquired in satisfaction or partial satisfaction of the Indebtedness.
4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:
  - a. any Covenant contained in an instrument creating a lease;
  - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;[or]
  - c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances[; or
  - d. any Private Right in an instrument identified in Exception(s) \_\_\_\_\_ in Schedule B].

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Private Rights - Owner  
ALTA Endorsement 9.9-06  
(Adopted 04/02/2013)**

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.

2. For the purposes of this endorsement only:

a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Certificate.

b. "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.

3. ITG guarantees against loss or damage sustained by the Guaranteed under this Owner's Certificate if enforcement of a Private Right in a Covenant affecting the Title at Date of Certificate based on a transfer of Title on or before Date of Certificate causes a loss of the Guaranteed's Title.

4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:

a. any Covenant contained in an instrument creating a lease;

b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;

c. any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or

d. any Private Right in an instrument identified in Exception(s) \_\_\_\_\_ in Schedule B.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Single Tax Parcel  
ALTA Endorsement 18-06  
(Adopted 06/17/2006)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Single Tax Parcel and ID  
ALTA Endorsement 18.3-06  
(Adopted 12/01/2018)**

Certificate Number:

ITG guarantees against loss or damage sustained by the Guaranteed by reason of:

1. the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes; or
2. any portion of the Land not being assessed for real estate taxes under tax identification number: \_\_\_\_\_.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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IOWA TITLE GUARANTY  
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## Standard Exception Waiver Endorsement

Certificate Number:

Standard Exception Number(s) \_\_\_\_\_ have been deleted.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Street Assessments**  
**ALTA Endorsement 1-06**  
**(Adopted 06/17/2006)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of the lack of priority of the lien of the Guaranteed Mortgage over the lien of any assessments for street improvements under construction or completed at Date of Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Subdivision**  
**ALTA Endorsement 26-06**  
**(Adopted 10/16/2008)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of the failure of the Land as described in Schedule A of this certificate to constitute a lawfully created subdivision plat according to the State subdivision statute in effect at Date of Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Survey Endorsement

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of any inaccuracies in the following assurance:

The survey made by \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_ and designated as Job/Order No. \_\_\_\_\_ accurately depicts the location of the exterior boundaries of the Land, shows the proper dimensions of said boundaries, and correctly reflects the absence of any encroachments or easements not otherwise set forth in Schedule B.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Tax Credit - Owner**  
**ALTA Endorsement 40-06**  
**(Adopted 04/02/2014)**

Certificate Number:

1. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the certificate.
2. For purposes of this endorsement only:
  - a. "Tax Credit Investor" means \_\_\_\_\_.
  - b. "Tax Credit" means a tax credit in effect at Date of Certificate pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law.
3. ITG guarantees against loss or damage, not exceeding the Amount of Coverage, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance, or other matter guaranteed against by the certificate, subject to the limitations in Section 8(a) of the Conditions. ITG has no liability to the Tax Credit Investor under this endorsement until:
  - a. its liability and the extent of a loss guaranteed against by the certificate have been definitely fixed in accordance with the Conditions; and
  - b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.
4. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) incurred in defending or establishing:
  - a. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;
  - b. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or
  - c. the existence, ownership, or amount of a Tax Credit.
5. The calculation of loss or damage under this endorsement shall be subject to Section 11 of the Conditions. In addition, ITG shall not be liable for duplicate recoveries of loss or damage to the Guaranteed and Tax Credit Investor.
6. The Guaranteed:
  - a. assigns to the Tax Credit Investor the right to receive any payment or portion of a

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payment for loss or damage otherwise payable to the Guaranteed under Section 12 of the Conditions, but only to the extent of the reduction in the amount of a Tax Credit; and

b. acknowledges that any payment made by ITG to the Tax Credit Investor under this endorsement shall reduce the Amount of Coverage as provided in Section 10 of the Conditions.

Agreed and Consented to:

\_\_\_\_\_  
Guaranteed

\_\_\_\_\_  
[Tax Credit Investor]

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Usury**  
**ALTA Endorsement 27-06**  
**(Adopted 10/16/2008)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of a final judgment determining the invalidity or unenforceability of the lien of the Guaranteed Mortgage as security for the Indebtedness because the loan secured by the Guaranteed Mortgage violates the usury laws of the State of Iowa in effect at Date of Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Utility Access**  
**ALTA Endorsement 17.2-06**  
**(Adopted 10/16/2008)**

Certificate Number:

ITG guarantees against loss or damage sustained by the Guaranteed by reason of the lack of a right of access to the following utilities or services: **[CHECK ALL THAT APPLY]**

_____ Water service	_____ Natural gas service
_____ Telephone service	_____ Electrical power source
_____ Sanitary sewer	_____ Storm water drainage

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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IOWA TITLE GUARANTY  
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## Utility Facilities Endorsement

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of the failure of \_\_\_\_\_ lines, all as shown on the ALTA/NSPS Land Title Survey made by \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_ and designated as Job/Order No. \_\_\_\_\_, to enter and service the premises described in Schedule A, either: (i) directly from a public line located in a public roadway, or (ii) across private property to a public line in a public roadway pursuant to a permanent recorded easement.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Variable Rate Mortgage**  
**ALTA Endorsement 6-06**  
**(Revised 10/16/2008)**

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. The invalidity or unenforceability of the lien of the Guaranteed Mortgage resulting from its provisions that provide for changes in the rate of interest.
2. Loss of priority of the lien of the Guaranteed Mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the Guaranteed Mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the loan documents secured by the Guaranteed Mortgage at Date of Certificate.

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

1. usury, or
2. any consumer credit protection or truth in lending law.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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## Variable Rate Mortgage - Negative Amortization

ALTA 6.2-06

(Revised 10/16/2008)

Certificate Number:

ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of:

1. The invalidity or unenforceability of the lien of the Guaranteed Mortgage resulting from its provisions that provide for (a) interest on interest, (b) changes in the rate of interest, or (c) the addition of unpaid interest to the principal balance of the loan.
2. Loss of priority of the lien of the Guaranteed Mortgage as security for the principal balance of the loan, including any unpaid interest which was added to principal in accordance with the provisions of the Guaranteed Mortgage, interest on interest, or interest as changed in accordance with the provisions of the Guaranteed Mortgage, which loss of priority is caused by (a) changes in the rate of interest, (b) interest on interest, or (c) increases in the unpaid principal balance of the loan resulting from the addition of unpaid interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the loan documents secured by the Guaranteed Mortgage at Date of Certificate.

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

1. usury, or
2. any consumer credit protection or truth in lending law.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Zoning - Completed Improvement Non-Conforming Use  
ALTA Endorsement 3.3-06  
(Adopted 12/01/2018)**

Certificate Number:

1. For purposes of this endorsement:

- a. "Improvement": A building located on the Land at the Date of Certificate.
- b. "Non-Conforming Use": The use of the Land described in 2.a. existing at the Date of Certificate and before the Zoning Ordinance was enacted, although the use is not authorized in the Zoning Ordinance.
- c. "Zoning Ordinance": A municipal or county zoning ordinance or zoning regulation applicable to the Land at the Date of Certificate.

2. ITG guarantees against actual loss or damage sustained by the Guaranteed resulting from:

- a. The following Non-Conforming Use not being allowed by the municipality or county because the Non-Conforming Use violates a Zoning Ordinance:

[DRAFTING INSTRUCTION: Describe the existing Non-Conforming Use]

- b. A final decree of a court of competent jurisdiction either prohibiting the Non-Conforming Use or requiring the removal or alteration of the Improvement because, at the Date of Certificate, the Non-Conforming Use violates a Zoning Ordinance with respect to any of the following matters:

- i. The area, width, or depth of the Land as a building site for the Improvement;
- ii. The floor space area of the Improvement;
- iii. A setback of the Improvement from the property lines of the Land;
- iv. The height of the Improvement; or
- v. The number of parking spaces.

3. Section 2 does not guarantee against loss or damage and ITG will not pay costs, attorneys' fees, or expenses resulting from:

- a. The lack of compliance with any condition, restriction, or requirement contained in a Zoning Ordinance regarding the continuation or maintenance of the Non-Conforming Use;

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- b. The failure to secure necessary consents or authorizations as a condition for continuing the Non-Conforming Use;
- c. The invalidity of a Zoning Ordinance, the effect of which is to prohibit the Non-Conforming Use;
- d. Any change, cessation, abandonment, or replacement of the Non-Conforming Use or an Improvement;
- e. A prohibition to restore an Improvement;
- f. The violation of or the lack of compliance with any law, order, or regulation regarding the continuation or maintenance of the Non-Conforming Use or an Improvement;
- g. Any law, order, or regulation requiring the amortization, expiration, or elimination by passage of time of the Non-Conforming Use; or
- h. Any refusal to purchase, lease, or lend money on the Title.

This endorsement is issued as part of the certificate. Except as this endorsement expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsement, (iii) extend the Date of Certificate, (iv) guarantee against loss or damage exceeding the Amount of Coverage, or (v) increase the Amount of Coverage. To the extent a provision of the certificate or any prior 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 certificate and any prior endorsement.

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**Zoning - Completed Structure**  
**ALTA Endorsement 3.1-06**  
**(Revised 10/22/2009)**

Certificate Number:

1. ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed in the event that, at Date of Certificate,

a. According to applicable zoning ordinances and amendments, the Land is not classified Zone \_\_\_\_\_;

b. The following use or uses are not allowed under that classification:

\_\_\_\_\_

c. There shall be no liability under paragraph 1(b) if the use or uses are not allowed as the result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 1(c) does not modify or limit the coverage provided in Covered Risk 5.

2. ITG further guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing structure, as insured in paragraph 1(b); or requiring the removal or alteration of the structure on the basis that, at Date of Certificate, the zoning ordinances and amendments have been violated with respect to any of the following matters:

a. Area, width, or depth of the Land as a building site for the structure

b. Floor space area of the structure

c. Setback of the structure from the property lines of the Land

d. Height of the structure, or

e. Number of parking spaces.

3. There shall be no liability under this endorsement based on:

a. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;

b. The refusal of any person to purchase, lease or lend money on the Title covered by this

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Certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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Zoning-Land Under Development
ALTA Endorsement 3.2-06
(Revised 04/02/2012)

Certificate Number:

1. For purposes of this endorsement:

- a. "Improvement" means a building, structure, road, walkway, driveway, curb, subsurface utility or water well existing at Date of Certificate or to be built or constructed according to the Plans that is or will be located on the Land, but excluding crops, landscaping, lawns, shrubbery, or trees.
b. "Plans" means those site and elevation plans made by \_\_\_\_\_ dated \_\_\_\_\_, last revised \_\_\_\_\_, designated as \_\_\_\_\_ consisting of \_\_\_\_\_ sheets.

2. ITG guarantees against loss or damage sustained by the Guaranteed in the event that, at Date of Certificate:

a. according to applicable zoning ordinances and amendments, the Land is not classified Zone \_\_\_\_\_;

b. the following use or uses are not allowed under that classification:

\_\_\_\_\_

c. there shall be no liability under paragraph 2(b) if the use or uses are not allowed as the result of any lack of compliance with any condition, restriction, or requirement contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2 (c) does not modify or limit the coverage provided in Covered Risk 5.

3. ITG further guarantees against loss or damage sustained by the Guaranteed by reason of a final decree of a court of competent jurisdiction either prohibiting the use of the Land, with any existing Improvement, as specified in paragraph 2(b) or requiring the removal or alteration of the Improvement, because of a violation of the zoning ordinances and amendments in effect at Date of Certificate with respect to any of the following matters:

- a. Area, width, or depth of the Land as a building site for the Improvement
b. Floor space area of the Improvement
c. Setback of the Improvement from the property lines of the Land
d. Height of the Improvement, or

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e. Number of parking spaces.

4. There shall be no liability under this endorsement based on:

- a. the invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses;
- b. the refusal of any person to purchase, lease or lend money on the Title covered by this certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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**Zoning - No Zoning Classification**  
**ALTA Endorsement 3.4-06**  
**(Adopted 12/01/2018)**

Certificate Number:

1. For purposes of this endorsement:

- a. "Improvement": A building or structure located on the Land at the Date of Certificate.
- b. "Zoning Ordinance": A municipal or county zoning ordinance or zoning regulation applicable to the Land at the Date of Certificate.

2. ITG guarantees against loss or damage sustained by the Guaranteed resulting from:

- a. The following use not being allowed by the municipality or county because the use violates a Zoning Ordinance:

[DRAFTING INSTRUCTION: Describe the existing use]

- b. A final decree of a court of competent jurisdiction either prohibiting the use or requiring the removal or alteration of the Improvement because, at the Date of Certificate, the use violates a Zoning Ordinance with respect to any of the following matters:

- i. The area, width, or depth of the Land as a building site for the Improvement;
- ii. The floor space area of the Improvement;
- iii. A setback of the Improvement from the property lines of the Land
- iv. The height of the Improvement; or
- v. The number of parking spaces.

3. Section 2 does not guarantee against loss or damage and ITG will not pay costs, attorneys' fees, or expenses resulting from:

- a. Any other regulation or restriction of use or activity on the Land:
  - i. Imposed by a covenant, condition, restriction, or limitation on the Title; or
  - ii. Imposed by a state or federal law, statute, code, enactment, ordinance, permit, regulation, rule, order, or court decision;

- b. Any refusal to purchase, lease, or lend money on the Title; or

CERTIFICATE NO.:

VERIFICATION CODE:

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c. Any zoning ordinance or zoning regulation adopted after the Date of Certificate.

This endorsement is issued as part of the certificate. Except as this endorsement expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsement, (iii) extend the Date of Certificate, or (iv) guarantee against loss or damage exceeding the Amount of Coverage. or (v) increase the Amount of Coverage. To the extent a provision of the certificate or any prior 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 the certificate and any prior endorsement.

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**Zoning**  
**ALTA Endorsement 3-06**  
**(Adopted 06/17/2006)**

Certificate Number:

1. ITG guarantees the Guaranteed against actual loss or damage sustained by the Guaranteed in the event that, at Date of Certificate,

a. According to applicable zoning ordinances and amendments, the Land is not classified Zone \_\_\_\_\_;

b. The following use or uses are not allowed under that classification:

\_\_\_\_\_

2. There shall be no liability under this endorsement based on

a. Lack of compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. This paragraph 2 (a) does not modify or limit the coverage provided in Covered Risk 5.

b. The invalidity of the zoning ordinances and amendments until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

c. The refusal of any person to purchase, lease or lend money on the Title covered by this certificate.

This endorsement is issued as part of the certificate. Except as it expressly states, it does not (i) modify any of the terms and provisions of the certificate, (ii) modify any prior endorsements, (iii) extend the Date of Certificate, or (iv) increase the Amount of Coverage. To the extent a provision of the certificate 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 certificate and of any prior endorsements.

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