

Iowa Title Guaranty Residential Forms Collection

IOWA TITLE GUARANTY RESIDENTIAL FORMS COLLECTION

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NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE CERTIFICATES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST IOWA TITLE GUARANTY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE CERTIFICATE MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE, SUBJECT TO IOWA ADMINISTRATIVE CODE R. 265—9.7(2)“b”. THE PROCEDURES USED BY IOWA TITLE GUARANTY TO DETERMINE GUARANTEEABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO IOWA TITLE GUARANTY, WERE PERFORMED SOLELY FOR THE BENEFIT OF IOWA TITLE GUARANTY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED GUARANTEED.

IOWA TITLE GUARANTY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A CERTIFICATE TO A PROPOSED GUARANTEED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. IOWA TITLE GUARANTY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE CERTIFICATE

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Iowa Title Guaranty, hereinafter called ITG, commits to issue the Certificate according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Certificate described in Schedule A, only when ITG has entered in Schedule A both the specified dollar amount as the Proposed Coverage Amount and the name of the Proposed Guaranteed.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and ITG’s liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Certificate”: Each contract of title guaranty, in a form adopted by the American Land Title Association, issued or to be issued by ITG pursuant to this Commitment.
- (b) “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (c) “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (d) “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be guaranteed by the Certificate.
- (e) “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (f) “Proposed Coverage Amount”: Each dollar amount specified in Schedule A as the Proposed Coverage Amount of each Certificate to be issued pursuant to this Commitment.
- (g) “Proposed Guaranteed”: Each person identified in Schedule A as the Proposed Guaranteed of each Certificate to be issued pursuant to this Commitment.

COMMITMENT NO.

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This page is only a part of a 2021 ALTA Commitment for Title Certificate issued by Iowa Title Guaranty. This Commitment is not valid without the Notice; the Commitment to Issue Certificate; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by Iowa Title Guaranty or its issuing participant that may be in electronic form.

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- (h) “Public Records”: The recording or filing system established under Iowa statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - (i) “State”: The State of Iowa.
 - (j) “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Certificate, this Commitment terminates and ITG’s liability and obligation end.
3. ITG’s liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Certificate;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by ITG or its issuing participant that may be in electronic form.
4. **ITG’S RIGHT TO AMEND**
- ITG may amend this Commitment at any time. If ITG amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of ITG is limited by Commitment Condition 5. ITG is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) ITG’s liability under Commitment Condition 4 is limited to the Proposed Guaranteed’s actual expense incurred in the interval between ITG’s delivery to the Proposed Guaranteed of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Guaranteed’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the ITG’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) ITG is not liable under Commitment Condition 5(a) if the Proposed Guaranteed requested the amendment or had Knowledge of the matter and did not notify ITG about it in writing.
 - (c) ITG is only liable under Commitment Condition 4 if the Proposed Guaranteed would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Guaranteed.
 - (d) ITG’s liability does not exceed the lesser of the Proposed Guaranteed’s actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Coverage Amount.
 - (e) ITG is not liable for the content of the Transaction Identification Data, if any.
 - (f) ITG is not obligated to issue the Certificate referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of ITG.
 - (g) ITG’s liability is further limited by the terms and provisions of the Certificate to be issued to the Proposed Guaranteed.
6. **LIABILITY OF ITG MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- (a) Only a Proposed Guaranteed identified in Schedule A, and no other person, may make a claim under this Commitment.
 - (b) Any claim must be based in contract under the State law of the State of Iowa and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Guaranteed against ITG must be filed in the Iowa District Court for Polk County in Des Moines, Iowa.
 - (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the

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subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Certificate.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by ITG.
- (f) When the Certificate is issued, all liability and obligation under this Commitment will end and ITG's only liability will be under the Certificate.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING PARTICIPANT

The issuing participant is ITG's agent only for the limited purpose of issuing title commitments and certificates. The issuing participant is not ITG's agent for closing, settlement, escrow, or any other purpose.

8. PRO FORMA CERTIFICATE

ITG may provide, at the request of a Proposed Guaranteed, a pro forma certificate illustrating the coverage that ITG may provide. A pro forma certificate neither reflects the status of Title at the time that the pro forma certificate is delivered to a Proposed Guaranteed, nor is it a commitment to issue a certificate.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Certificate to be issued to the Proposed Guaranteed. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

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

11. ARBITRATION—DELETED



IOWA TITLE GUARANTY

By: Authorized Signatory

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Commitment for Iowa Title Guaranty Title Certificate

2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which ITG assumes no liability as set forth in Commitment Condition 5(e):

Commitment Number:
Issuing Participant:
Issuing Office: Iowa Title Guaranty
Issuing Office's File Number:
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Property Address:
Proposed Mortgagor(s):

SCHEDULE A

1. Commitment Date:
2. Certificate to be issued:

(a) <u>Owner Certificate</u>	Proposed Coverage Amount:
Proposed Guaranteed:	\$0.00
The estate or interest to be guaranteed:	
(b) <u>Lender First Certificate</u>	\$0.00
Proposed Guaranteed:	
The estate or interest to be guaranteed:	
3. The estate or interest in the Land at the Commitment Date is:
4. The Title is, at the Commitment Date, vested in:
5. The Land is described as follows:

End of Schedule A.

IOWA TITLE GUARANTY

By: Authorized Signatory

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SCHEDULE B, PART I—REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Guaranteed must notify ITG in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. ITG may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be guaranteed.
3. Pay the premiums, fees, and charges for the Certificate to ITG.
4. Documents satisfactory to ITG that convey the Title or create the Mortgage to be guaranteed, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:
 - (a) Warranty Deed from Titleholder One, and spouse, if any, conveying an undivided interest in the above described Land in Schedule A, to Proposed Titleholder. Note: The marital status of the grantor(s) of the deed must be shown on the deed.
 - (b) Real Estate Mortgage from Mortgagor One, and spouse, if any to Iowa Finance Authority, securing a debt in the amount of \$100,000.00. Note: The marital status of the mortgagor(s) must be shown on the mortgage.
 - (c) Confirmation that the county recorder and courthouse are processing filings and permitting abstractor access to perform necessary final title searches through the date of the vesting deed and/or Guaranteed Mortgage filing.
5. The following additional non-record requirements satisfactory to ITG:
 - (a) Obtain a completed, signed, and notarized Owner Title Affidavit signed by the titleholder(s) of the Land. If there are any affirmative disclosures, the Owner Title Affidavit and all related documentation must be provided to the examining participating attorney for review prior to closing. All matters that impair the titleholders' interest or the priority, validity, or enforceability of the Guaranteed Mortgage must be resolved of record. Any matters that do not impair the titleholders' interest or the priority, validity, or enforceability of the Guaranteed Mortgage must be shown as exceptions in Schedule B, Part I of the Certificate(s).
 - (b) Obtain a completed, signed, and notarized Purchaser Title Affidavit signed by the purchaser(s) of the Land. If there are any affirmative disclosures, the Purchaser Title Affidavit and all related documentation must be provided to the examining participating attorney for review prior to closing. All matters that impair the titleholders' interest or the priority, validity, or enforceability of the Guaranteed Mortgage must be resolved of record. Any matters that do not impair the titleholders' interest or the priority, validity, or enforceability of the Guaranteed Mortgage must be shown as exceptions in Schedule B, Part I of the Certificate(s).
 - (c) Subject to Iowa Administrative Code r. 265—9.7(2), obtain a written final title opinion prepared by an ITG participating attorney that is based upon a review of an appropriate abstracting product prepared by an ITG participating abstractor. The final title opinion must state that the Guaranteed Mortgage is valid and enforceable against the Land and in the desired lien position and that the titleholders hold marketable title to the Land.

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SCHEDULE B, PART II—EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Certificate treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Certificate will not guarantee against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of ITG:

1. Any right or claim of a party in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, and/or encroachment (including an encroachment of an improvement across the boundary lines of the Land).
3. Any easement or claim of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, and/or materials heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
5. Any taxes and/or special assessments which are not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, and/or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
7. The lien of the taxes for the July 1, 2022 - June 30, 2023, fiscal year and thereafter, with the first half due on September 1, 2023 (delinquent after September 30, 2023) and the second half due on March 1, 2024 (delinquent after March 31, 2024). First installment paid. Second installment paid.
8. Plat of Harriett Place filed December 7, 1929, in Plat Book J, Page 55 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.
9. Plat of Solar Meredith Place filed November 14, 1955, in Plat Book L, Page 289 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.
10. Retracement Survey filed October 16, 2006, in Book 11903, Page 198 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.

Notes and/or Instructions:

1. Proposed Owner Guaranteed has requested the following endorsement(s):
None
2. Proposed Lender First Guaranteed has requested the following endorsement(s):
None

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End of Schedule B.

IOWA TITLE GUARANTY

By: Authorized Signatory

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**ALTA CLOSING PROTECTION LETTER
SINGLE TRANSACTION
issued by
IOWA TITLE GUARANTY**

“Addressee”:

“Date”:

“ITG Closer”:

“Real Estate Transaction”:

Commitment Number:

Loan ID Number:

Property Address:

Proposed Mortgagor(s):

Legal Description of Land:

Re: Closing Protection Letter

Dear :

In consideration of Your acceptance of this letter, Iowa Title Guaranty (“ITG”), agrees to indemnify You for actual loss of Funds incurred by You in connection with the closing of the Real Estate Transaction conducted by the ITG Closer on or after the Date of this letter, subject to the Requirements and Conditions and Exclusions set forth below:

REQUIREMENTS

1. ITG issues or is contractually obligated to issue a Certificate for Your protection in connection with the Real Estate Transaction;
2. You are to be a:
 - (a) lender secured by the Guaranteed Mortgage on the Title to the Land; or
 - (b) purchaser or lessee of the Title to the Land;
3. The aggregate of all Funds You transmit to the ITG Closer for the Real Estate Transaction does not exceed \$; and
4. Your loss is solely caused by:
 - (a) a failure of the ITG Closer to comply with Your written closing instructions that relate to:
 - (i) (a) the disbursement of Funds necessary to establish the status of the Title to the Land; or
 - (b) the validity, enforceability, or priority of the lien of the Guaranteed Mortgage; or
 - (ii) obtaining any document, specifically required by You, but only to the extent that the failure to obtain the document adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Guaranteed Mortgage on the Title to the Land; or
- (b) fraud, theft, dishonesty, or misappropriation by the ITG Closer in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation adversely affects the status of the Title to the Land or the validity, enforceability, or priority of the lien of the Guaranteed Mortgage on the Title to the Land.

CONDITIONS AND EXCLUSIONS

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1. Your transmittal of Funds or documents to the ITG Closer for the Real Estate Transaction constitutes Your acceptance of this letter.
2. For purposes of this letter:
 - (a) "Certificate" means the contract or contracts of guaranty, each in a form adopted by the American Land Title Association, issued or to be issued by ITG in connection with the closing of the Real Estate Transaction.
 - (b) "Commitment" means ITG's written contractual agreement to issue the Certificate.
 - (c) "Funds" means the money received by the ITG Closer for the Real Estate Transaction.
 - (d) "You" or "Your" means:
 - (i) the Addressee of this letter;
 - (ii) the borrower, if the Land is improved solely by a one-to-four family residence; and
 - (iii) subject to all rights and defenses relating to a claim under this letter that ITG would have against the Addressee,
 - (a) the assignee of the Guaranteed Mortgage, provided such assignment was for value and the assignee was, at the time of the assignment, without Knowledge of facts that reveal a claim under this letter; and
 - (b) the warehouse lender in connection with the Guaranteed Mortgage.
 - (e) "Indebtedness," "Guaranteed Mortgage," "Knowledge" or "Known," "Land," and "Title" have the same meaning given them in the Lender Form—Iowa Title Guaranty Certificate.
3. ITG is not liable under this letter for any loss arising from any:
 - (a) failure of the ITG Closer to comply with Your closing instructions that require title guaranty protection in connection with the Real Estate Transaction inconsistent with that set forth in the Commitment. Your written closing instructions received and accepted by the ITG Closer after issuing the Commitment that require the removal, where allowed by state law, rule, or regulation, of specific Schedule B Exceptions from Coverage or compliance with the requirements contained in the Commitment will not be deemed to require inconsistent title guaranty protection;
 - (b) loss or impairment of Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency, or suspension, except loss or impairment resulting from failure of the ITG Closer to comply with Your written closing instructions to deposit Your Funds in a bank that You designated by name;
 - (c) constitutional or statutory lien or claim of lien that arises from services, labor, materials, or equipment, if any Funds are to be used for the purpose of construction, alteration, or renovation. Condition and Exclusion 3(c) does not modify or limit Your coverage, if any, as to any lien for services, labor, materials, or equipment in the Certificate;
 - (d) defect, lien, encumbrance, adverse claim, or other matter in connection with the Real Estate Transaction. Condition and Exclusion 3(d) does not modify or limit Your coverage in the Certificate;
 - (e) fraud, theft, dishonesty, misappropriation, or negligence by You or by Your employee, agent, attorney, or broker;
 - (f) fraud, theft, dishonesty, or misappropriation by anyone other than ITG, or the ITG Closer;
 - (g) settlement or release of any claim by You without ITG's written consent;
 - (h) matters created, suffered, assumed, agreed to, or Known by You;
 - (i) failure of the ITG Closer to determine the validity, enforceability, or the effectiveness of a document required by Your closing instructions. Condition and Exclusion 3(i) does not modify or limit Your coverage in the Certificate;
 - (j) Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower's ability to repay a loan, including any failure of the ITG Closer to comply with Your closing instructions relating to those laws;
 - (k) federal or state laws establishing the standards or requirements for asset-backed securitization including, but not limited to, exemption from credit risk retention, including any failure of the ITG Closer to comply with Your closing instructions relating to those laws;
 - (l) periodic disbursement of Funds to pay for construction, alteration, or renovation on the Land;
 - (m) ITG Closer acting in the capacity of a qualified intermediary or facilitator for tax deferred exchange transactions as provided in Section 1031 of the Internal Revenue Code; or
 - (n) wire fraud, mail fraud, telephone fraud, facsimile fraud, unauthorized access to a computer, network, email, or document production system, business email compromise, identity theft, or diversion of Funds to a person or account not entitled to receive the Funds. Condition and Exclusion 3(n) does not modify or limit:
 - (i) Your coverage in the Certificate; or
 - (ii) indemnification in this letter for Your loss solely caused by fraud, theft, dishonesty, or misappropriation by the ITG Closer in handling Your Funds or documents in connection with the closing, but only to the extent that the fraud, theft, dishonesty, or misappropriation adversely affects the status of the Title to the Land or the validity,

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enforceability, or priority of the lien of the Guaranteed Mortgage on the Title to the Land.

4. If the closing is to be conducted by an ITG Closer, a Commitment in connection with the Real Estate Transaction must have been received by You prior to the transmittal of Your final closing instructions to the ITG Closer.
5. When ITG indemnifies You pursuant to this letter, it is subrogated to all rights and remedies You have against any person, entity, or property had You not been indemnified. ITG's liability for indemnification is reduced to the extent that You have impaired the value of this subrogation right.
6. ITG's liability for loss under this letter does not exceed the least of:
 - (a) the amount of Your Funds;
 - (b) ITG's liability under the Certificate at the time written notice of a claim is made under this letter;
 - (c) the value of the lien of the Guaranteed Mortgage;
 - (d) the value of the Title to the Land guaranteed or to be guaranteed under the Certificate at the time written notice of a claim is made under this letter; or
 - (e) the amount stated in Requirement 3.
7. ITG is liable only to the owner of the Indebtedness at the time that payment is made. Condition and Exclusion 7 does not apply to a purchaser, borrower, or lessee.
8. Payment to You or to the owner of the Indebtedness under either the Certificate or from any other source reduces liability under this letter by the same amount. Payment in accordance with the terms of this letter constitutes a payment pursuant to the Conditions of the Certificate.
9. The ITG participant who issues the Commitment and Certificate is ITG's agent only for the limited purpose of issuing Commitments and Certificates. Neither the participant nor the ITG Closer is ITG's agent for the purpose of providing closing or settlement services. ITG's liability for Your loss arising from closing or settlement services is strictly limited to the contractual protection expressly provided in this letter. ITG is not liable for loss resulting from the fraud, theft, dishonesty, misappropriation, or negligence of any party to the Real Estate Transaction, the lack of creditworthiness of any borrower connected with the Real Estate Transaction, or the failure of any collateral to adequately secure a loan connected with the Real Estate Transaction.
10. ITG is not liable for a loss if the written notice of a claim is not received by ITG within one year from the date of the transmittal of Funds. The condition that ITG must be provided with written notice under Condition and Exclusion 10 will not be excused by lack of prejudice to ITG.
11. You must promptly send written notice of a claim under this letter to ITG either at its principal office at 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 or via email to itgclaims@iowafinance.com. If ITG is prejudiced by Your failure to provide prompt notice, ITG's liability to You under this letter is reduced to the extent of the prejudice.
12. When requested by ITG, You, at ITG's expense, must:
 - (a) give ITG all reasonable aid in:
 - (i) securing evidence, obtaining witnesses, prosecuting or defending any action or proceeding, or effecting any settlement; and
 - (ii) any other lawful act that in the opinion of ITG may be necessary or desirable to enable ITG's investigation and determination of its liability under this letter;
 - (b) deliver to ITG all records, in whatever medium maintained, that pertain to the Real Estate Transaction or any claim under this letter; and
 - (c) submit to examination under oath by any authorized representative of ITG with respect to any such records, the Real Estate Transaction, any claim under this letter or any other matter reasonably deemed relevant by ITG.
13. ITG is not liable under this letter if:
 - (a) the Real Estate Transaction has not closed within one year from the Date of this letter; or
 - (b) at any time after the Date of this letter, but before the Real Estate Transaction closes, ITG provides written notice of termination of this letter to the Addressee at the address set forth above.
14. The protection of this letter extends only to real estate in Iowa, and any court or arbitrator must apply Iowa law to interpret and enforce the terms of this letter. The court or arbitrator must not apply conflicts of law principles to determine the applicable law. Any litigation or other proceeding of a judicial or quasi-judicial nature related to or arising from this letter shall be brought and maintained in the Iowa District Court for Polk County in Des Moines, Iowa.
15. There is no right for any claim under this letter to be arbitrated or litigated on a class action basis.
16. ITG issues Commitments and Certificates pursuant to Iowa Code § 16.91 and nothing in this letter or Your written closing instructions creates any liability or requirement for ITG or an ITG Closer as regards to title coverage outside of the authority provided in Iowa Code §§ 16.91 and 16.93, and the rules promulgated thereunder.

COMMITMENT NO.

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17. Arbitration—Deleted

This letter supersedes and cancels any previous letter or similar agreement for closing protection that applies to the Real Estate Transaction and may not be modified by the ITG Closer.

IOWA TITLE GUARANTY

By: Authorized Signatory
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
www.iowatitleguaranty.com

COMMITMENT NO.

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Gap Coverage Rider

ITG Endorsement
Revised 06-06-2023

Commitment Number:

1. The coverage provided by this endorsement is subject to compliance with Schedule B, Part I Requirement No. 5(d) of the commitment; the Exclusions from Coverage, the Exceptions from Coverage in Schedule B, and the Conditions in the Lender Form—Iowa Title Guaranty Certificate and the Owner Form—Iowa Title Guaranty Certificate.
2. ITG guarantees against loss or damage sustained by the Proposed Guaranteed by reason of any defect in or lien or encumbrance on the Title or other matter included in the Covered Risks of the Lender Form—Iowa Title Guaranty Certificate or Owner Form—Iowa Title Guaranty Certificate to be issued to the Proposed Guaranteed that has been created or attached or has been filed or recorded in the Public Records subsequent to the Commitment Date and prior to the recording of the Guaranteed Mortgage or deed in the Public Records.

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

IOWA TITLE GUARANTY

By: Authorized Signatory

COMMITMENT NO.

VERIFICATION CODE:

This certificate, when issued by Iowa Title Guaranty with a Certificate Number and the Date of Certificate, is valid even if this certificate or any endorsement to this certificate is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to Iowa Title Guaranty under this certificate must be given to Iowa Title Guaranty at the address shown in Condition 16.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Iowa Title Guaranty, hereinafter called ITG, guarantees as of the Date of Certificate and, to the extent stated in Covered Risks 11, 13, and 14, after the Date of Certificate, against loss or damage, not exceeding the Coverage Amount, sustained or incurred by the Guaranteed by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, coverage against loss from:
 - (a) a defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) the failure of a person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - (iv) a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - (vii) a defective judicial or administrative proceeding; or
 - (viii) the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of an improvement on the Land;
 - (c) the subdivision of the Land; or
 - (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - (a) of the exercise described in an Enforcement Notice; or

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- (b) the taking occurred and is binding on a purchaser for value without Knowledge.
- 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
- 9. The invalidity or unenforceability of the lien of the Guaranteed Mortgage upon the Title. Covered Risk 9 includes, but is not limited to, coverage against loss caused by:
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) the failure of a person or Entity to have authorized a transfer or conveyance;
 - (c) the Guaranteed Mortgage not being properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - (d) a failure to perform those acts necessary to create a Guaranteed Mortgage by electronic means authorized by law;
 - (e) a document having been executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) the Guaranteed Mortgage not having been properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - (g) a defective judicial or administrative proceeding; or
 - (h) invalidity or unenforceability of the lien of the Guaranteed Mortgage as a result of the repudiation of an electronic signature by a person that executed the Guaranteed Mortgage because the electronic signature on the Guaranteed Mortgage was not valid under applicable electronic transactions law.
- 10. The lack of priority of the lien of the Guaranteed Mortgage upon the Title over any other lien or encumbrance on the Title as security for the following components of the Indebtedness:
 - (a) the amount of the principal disbursed as of the Date of Certificate;
 - (b) the interest on the obligation secured by the Guaranteed Mortgage;
 - (c) the reasonable expense of foreclosure;
 - (d) amounts advanced for insurance premiums by the Guaranteed before the acquisition of the estate or interest in the Title; and
 - (e) the following amounts advanced by the Guaranteed before the acquisition of the estate or interest in the Title to protect the priority of the lien of the Guaranteed Mortgage:
 - (i) real estate taxes and assessments imposed by a governmental taxing authority; and
 - (ii) regular, periodic assessments by a property owners' association.
- 11. The lack of priority of the lien of the Guaranteed Mortgage upon the Title:
 - (a) as security for each advance of proceeds of the loan secured by the Guaranteed Mortgage over any statutory lien for service, labor, material, or equipment arising from construction of an improvement or work related to the Land when the improvement or work is:
 - (i) contracted for or commenced on or before the Date of Certificate; or
 - (ii) contracted for, commenced, or continued after the Date of Certificate if the construction is financed, in whole or in part, by proceeds of the loan secured by the Guaranteed Mortgage that the Guaranteed has advanced or is obligated on the Date of Certificate to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at the Date of Certificate.
- 12. The invalidity or unenforceability of any assignment of the Guaranteed Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Guaranteed Mortgage in the named Guaranteed assignee free and clear of all liens.
- 13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Guaranteed Mortgage upon the Title, or the effect of a court order providing an alternative remedy:
 - (a) resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction creating the lien of the Guaranteed Mortgage because that prior transfer constituted a:
 - (i) fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - (ii) voidable transfer under the Uniform Voidable Transactions Act; or
 - (b) because the Guaranteed Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:

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- (i) to timely record the Guaranteed Mortgage in the Public Records after execution and delivery of the Guaranteed Mortgage to the Guaranteed; or
 - (ii) of the recording of the Guaranteed Mortgage in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Certificate and prior to the recording of the Guaranteed Mortgage in the Public Records.

DEFENSE OF COVERED CLAIMS

ITG will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter guaranteed against by this certificate, but only to the extent provided in the Conditions.

In witness whereof, ITG has caused this certificate to be signed and sealed in its name by its Director.



IOWA TITLE GUARANTY

By: Authorized Signatory

CERTIFICATE NO.

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EXCLUSIONS FROM COVERAGE

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

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental remediation or protection.
- (b) any governmental forfeiture, police, regulatory, or national security power.
- (c) the effect of a violation or enforcement of any matter excluded under Exclusion 1(a) or 1(b).

Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - (a) created, suffered, assumed, or agreed to by the Guaranteed Claimant;
 - (b) not Known to ITG, not recorded in the Public Records at the Date of Certificate, but Known to the Guaranteed Claimant and not disclosed in writing to ITG by the Guaranteed Claimant prior to the date the Guaranteed Claimant became a Guaranteed under this certificate;
 - (c) resulting in no loss or damage to the Guaranteed Claimant;
 - (d) attaching or created subsequent to the Date of Certificate (Exclusion 3(d) does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Guaranteed named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Guaranteed Mortgage at the Date of Certificate.
4. Unenforceability of the lien of the Guaranteed Mortgage because of the inability or failure of a Guaranteed to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Guaranteed Mortgage that arises out of the transaction evidenced by the Guaranteed Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Guaranteed Mortgage is a:
 - (a) fraudulent conveyance or fraudulent transfer;
 - (b) voidable transfer under the Uniform Voidable Transactions Act; or
 - (c) preferential transfer:
 - (i) to the extent the Guaranteed Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - (ii) for any other reason not stated in Covered Risk 13(b).
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Certificate and the date of recording of the Guaranteed Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2(b) or 11(b).
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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Lender Form—Iowa Title Guaranty Certificate

2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which ITG assumes no liability as set forth in Condition 9(e):

Issuing Participant: Dillon D. Malone

Issuing Office: Iowa Title Guaranty

Issuing Office's File Number:

Issuing Office's ALTA® Registry ID:

Loan ID Number: 123456789

Property Address: 1963 Bell Avenue, Des Moines, IA 50315

SCHEDULE A

Certificate Number:

Coverage Amount: \$100,000.00

Date of Certificate: August 30, 2023 at 04:00:00 PM

1. The Guaranteed is:

Iowa Finance Authority its successors and/or assigns, DES MOINES, IA

2. The estate or interest in the Land encumbered by the Guaranteed Mortgage is:

Fee Simple

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

Proposed Titleholder

4. The Guaranteed Mortgage is described as follows:

Mortgage in the amount of \$100,000.00 dated August 30, 2023, filed August 30, 2023, in _____ of the Polk County, Iowa, Recorder's Office, given by Mortgagor One, to Iowa Finance Authority.

5. The Land is described as follows:

6. This certificate incorporates by reference the endorsements designated below as of the Date of Certificate:

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End of Schedule A.

IOWA TITLE GUARANTY

By: Authorized Signatory

CERTIFICATE NO.

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SCHEDULE B

Certificate Number:

EXCEPTIONS FROM COVERAGE

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

This certificate does not guarantee against loss or damage and ITG will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. Any right or claim of a party in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, and/or encroachment (including an encroachment of an improvement across the boundary lines of the Land).
3. Any easement or claim of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, and/or materials heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
5. Any taxes and/or special assessments which are not shown as existing liens by the Public Records.
6. The lien of the taxes for the July 1, 2022 - June 30, 2023, fiscal year and thereafter, with the first half due on September 1, 2023 (delinquent after September 30, 2023) and the second half due on March 1, 2024 (delinquent after March 31, 2024). First installment paid. Second installment paid.
7. Plat of Harriett Place filed December 7, 1929, in Plat Book J, Page 55 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.
8. Plat of Solar Meredith Place filed November 14, 1955, in Plat Book L, Page 289 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.
9. Retracement Survey filed October 16, 2006, in Book 11903, Page 198 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.

PART II

Covered Risk 10 guarantees against loss or damage sustained by the Guaranteed by reason of the lack of priority of the lien of the Guaranteed Mortgage over the matters listed in Part II, subject to the terms and conditions of any subordination provision in a matter listed in Part II:

1. None

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End of Schedule B.

IOWA TITLE GUARANTY

By: Authorized Signatory

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CONDITIONS

1. DEFINITION OF TERMS

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

- (a) “Affiliate”: An Entity:
 - (i) that is wholly owned by the Guaranteed;
 - (ii) that wholly owns the Guaranteed; or
 - (iii) if that Entity and the Guaranteed are both wholly owned by the same person or entity.
- (b) “Consumer Protection Law”: Any law regulating trade, lending, credit, sale, and debt collection practices involving consumers; any consumer financial law; or any other law relating to truth-in-lending, predatory lending, or a borrower’s ability to repay a loan.
- (c) “Coverage Amount”: The Coverage Amount stated in Schedule A, as may be increased by Condition 8(c); decreased by Condition 10; or increased or decreased by endorsements to this certificate.
- (d) “Date of Certificate”: The Date of Certificate stated in Schedule A.
- (e) “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (f) “Enforcement Notice”: A document recorded in the Public Records that describes any part of the Land and:
 - (i) is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - (ii) is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - (iii) asserts a right to enforce a PACA-PSA Trust.
- (g) “Entity”: A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- (h) “Government Mortgage Agency or Instrumentality”: Any government agency or instrumentality that is the owner of the Indebtedness, an insurer, or a guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness, or any part of it, whether named as a Guaranteed or not.
- (i) “Guaranteed”:
 - (i) (a) The Guaranteed named in Item 1 of Schedule A or future owner of the Indebtedness other than an Obligor, if the named Guaranteed or future owner of the Indebtedness owns the Indebtedness, the Title, or an estate or interest in the Land as provided in Condition 2, but only to the extent the named Guaranteed or the future owner either:
 - (1) owns the Indebtedness for its own account or as a trustee or other fiduciary, or
 - (2) owns the Title after acquiring the Indebtedness;
 - (b) the person or Entity who has “control” of the “transferable record,” if the Indebtedness is evidenced by a “transferable record,” as defined by applicable electronic transactions law;
 - (c) the successor to the Title of a Guaranteed resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d) the successor to the Title of a Guaranteed resulting from its conversion to another kind of Entity;
 - (e) the grantee of a Guaranteed under a deed or other instrument transferring the Title, if the grantee is an Affiliate;
 - (f) an Affiliate that acquires the Title through foreclosure or deed-in-lieu of foreclosure of the Guaranteed Mortgage; or
 - (g) any Government Mortgage Agency or Instrumentality.

CERTIFICATE NO.

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- (ii) With regard to Conditions 1(i)(i)(a) and 1(i)(i)(b), ITG reserves all rights and defenses as to any successor that ITG would have had against any predecessor Guaranteed, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, adverse claim, or other matter Guaranteed against by this certificate.
- (iii) With regard to Conditions 1(i)(i)(c), 1(i)(i)(d), 1(i)(i)(e), and 1(i)(i)(f), ITG reserves all rights and defenses as to any successor or grantee that ITG would have had against any predecessor Guaranteed.
- (j) “Guaranteed Claimant”: A Guaranteed claiming loss or damage arising under this certificate.
- (k) “Guaranteed Mortgage”: The Mortgage described in Item 4 of Schedule A.
- (l) “Indebtedness”: Any obligation secured by the Guaranteed Mortgage, including an obligation evidenced by electronic means authorized by law. If that obligation is the payment of a debt, the Indebtedness is:
 - (i) the sum of:
 - (a) principal disbursed as of the Date of Certificate;
 - (b) principal disbursed subsequent to the Date of Certificate;
 - (c) the construction loan advances made subsequent to the Date of Certificate for the purpose of financing, in whole or in part, the construction of an improvement to the Land or related to the Land that the Guaranteed was and continues to be obligated to advance at the Date of Certificate and at the date of the advance;
 - (d) interest on the loan;
 - (e) prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (f) expenses of foreclosure and any other costs of enforcement;
 - (g) advances for insurance premiums;
 - (h) advances to assure compliance with law or to protect the validity, enforceability, or priority of the lien of the Guaranteed Mortgage before the acquisition of the estate or interest in the Title; including, but not limited to:
 - (1) real estate taxes and assessments imposed by a governmental taxing authority, and
 - (2) regular, periodic assessments by a property owners’ association; and
 - (i) advances to prevent deterioration of improvements before the Guaranteed’s acquisition of the Title, but
 - (ii) reduced by the sum of all payments and any amounts forgiven by a Guaranteed.
- (m) “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (n) “Land”: The land described in Item 5 of Schedule A and improvements located on that land at the Date of Certificate that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is guaranteed by this certificate.
- (o) “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (p) “Obligor”: A person or entity that is or becomes a maker, borrower, or guarantor as to all or part of the Indebtedness or other obligation secured by the Guaranteed Mortgage. A Government Mortgage Agency or Instrumentality is not an Obligor.
- (q) “PACA-PSA Trust”: A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- (r) “Public Records”: The recording or filing system established under State statutes in effect at the Date of Certificate under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (s) “State”: The State of Iowa.
- (t) “Title”: The estate or interest in the Land identified in Item 2 of Schedule A.
- (u) “Unmarketable Title”: The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Guaranteed Mortgage to be

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released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. **CONTINUATION OF COVERAGE**

This certificate continues as of the Date of Certificate in favor of a Guaranteed:

- (a) after the Guaranteed's acquisition of the Title, so long as the Guaranteed retains an estate or interest in the Land; and
- (b) after the Guaranteed's conveyance of the Title, so long as the Guaranteed:
 - (i) retains an estate or interest in the Land;
 - (ii) owns an obligation secured by a purchase money Mortgage given by a purchaser from the Guaranteed; or
 - (iii) has liability for warranties given by the Guaranteed in any transfer or conveyance of the Guaranteed's Title.

Except as provided in Condition 2, this certificate terminates and ceases to have any further force or effect after the Guaranteed conveys the Title. This certificate does not continue in force or effect in favor of any person or entity that is not the Guaranteed and acquires the Title or an obligation secured by a purchase money Mortgage given to the Guaranteed.

3. **NOTICE OF CLAIM TO BE GIVEN BY GUARANTEED CLAIMANT**

The Guaranteed must notify ITG promptly in writing if the Guaranteed has Knowledge of:

- (a) any litigation or other matter for which ITG may be liable under this certificate; or
- (b) any rejection of the Title or the lien of the Guaranteed Mortgage as Unmarketable Title.

If ITG is prejudiced by the failure of the Guaranteed Claimant to provide prompt notice, ITG's liability to the Guaranteed Claimant under this certificate is reduced to the extent of the prejudice.

4. **PROOF OF LOSS**

ITG may, at its option, require as a condition of payment that the Guaranteed Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter guaranteed against by this certificate that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. **DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Guaranteed and subject to the options contained in Condition 7, ITG, at its own cost and without unreasonable delay, will provide for the defense of a Guaranteed in litigation in which any third party asserts a claim covered by this certificate adverse to the Guaranteed. This obligation is limited to only those stated causes of action alleging matters guaranteed against by this certificate. ITG has the right to select counsel of its choice (subject to the right of the Guaranteed to object for reasonable cause) to represent the Guaranteed as to those covered causes of action. ITG is not liable for and will not pay the fees of any other counsel. ITG will not pay any fees, costs, or expenses incurred by the Guaranteed in the defense of any cause of action that alleges matters not guaranteed against by this certificate.
- (b) ITG has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Guaranteed Mortgage, as guaranteed, or to prevent or reduce loss or damage to the Guaranteed. ITG may take any appropriate action under the terms of this certificate, whether or not it is liable to the Guaranteed. ITG's exercise of these rights is not an admission of liability or waiver of any provision of this certificate. If ITG exercises its rights under Condition 5(b), it must do so diligently.
- (c) When ITG brings an action or asserts a defense as required or permitted by this certificate, ITG may pursue the litigation to a final determination by a court having jurisdiction. ITG reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. **DUTY OF GUARANTEED CLAIMANT TO COOPERATE**

- (a) When this certificate permits or requires ITG to prosecute or provide for the defense of any action or proceeding and any appeals, the Guaranteed will secure to ITG the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Guaranteed for this purpose.
When requested by ITG, the Guaranteed, at ITG's expense, must give ITG all reasonable aid in:
 - (i) securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and

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- (ii) any other lawful act that in the opinion of ITG may be necessary or desirable to establish the Title, the lien of the Guaranteed Mortgage, or any other matter, as guaranteed.

If ITG is prejudiced by any failure of the Guaranteed to furnish the required cooperation, ITG's liability and obligations to the Guaranteed under this certificate terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- (b) ITG may reasonably require the Guaranteed Claimant to submit to examination under oath by any authorized representative of ITG and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of ITG, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Certificate, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of ITG, the Guaranteed Claimant must grant its permission, in writing, for any authorized representative of ITG to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Guaranteed Claimant provided to ITG pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of ITG, disclosure is necessary in the administration of the claim or required by law. Any failure of the Guaranteed Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6(b), unless prohibited by law, terminates any liability of ITG under this certificate as to that claim.

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

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

- (a) *To Pay or Tender Payment of the Coverage Amount or to Purchase the Indebtedness*
 - (i) To pay or tender payment of the Coverage Amount under this certificate. In addition, ITG will pay any costs, attorneys' fees, 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
 - (ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase. In addition, ITG will pay any costs, attorneys' fees, and expenses incurred by the Guaranteed Claimant that were authorized by ITG up to the time of purchase and that ITG is obligated to pay.
If ITG purchases the Indebtedness, the Guaranteed must transfer, assign, and convey to ITG the Indebtedness and the Guaranteed Mortgage, together with any collateral security.

Upon the exercise by ITG of either option provided for in Condition 7(a), ITG's liability and obligations to the Guaranteed under this certificate terminate, including any obligation to defend, prosecute, or continue any litigation.

- (b) *To Pay or Otherwise Settle with Parties other than the Guaranteed or with the Guaranteed Claimant*
 - (i) To pay or otherwise settle with parties other than the Guaranteed for or in the name of the Guaranteed Claimant. In addition, ITG will pay any costs, attorneys' fees, and expenses incurred by the Guaranteed Claimant that were authorized by ITG up to the time of payment and that ITG is obligated to pay; or
 - (ii) To pay or otherwise settle with the Guaranteed Claimant the loss or damage provided for under this certificate. In addition, ITG will pay any costs, attorneys' fees, and expenses incurred by the Guaranteed Claimant that were authorized by ITG up to the time of payment and that ITG is obligated to pay.

Upon the exercise by ITG of either option provided for in Condition 7(b), ITG's liability and obligations to the Guaranteed under this certificate for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This certificate is a contract of indemnity against actual monetary loss or damage sustained or incurred by a Guaranteed Claimant who has suffered loss or damage by reason of matters guaranteed against by this certificate. This certificate is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title, subject to Iowa Administrative Code r.265—9.7(2)“b”. All claims asserted under this certificate are based in contract and are restricted to the terms and provisions of this certificate. ITG is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this certificate or the determination of the guaranteeability of the Title.

- (a) The extent of liability of ITG for loss or damage under this certificate does not exceed the least of:
 - (i) the Coverage Amount;

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- (ii) the Indebtedness;
 - (iii) the difference between the fair market value of the Title, as guaranteed, and the fair market value of the Title subject to the matter guaranteed against by this certificate; or
 - (iv) if a Government Mortgage Agency or Instrumentality is the Guaranteed Claimant, the amount it paid in the acquisition of the Title or the Guaranteed Mortgage or in satisfaction of its insurance contract or guaranty relating to the Title or the Guaranteed Mortgage.
- (b) Fair market value of the Title in Condition 8(a)(iii) is calculated using either:
- (i) the date the Guaranteed acquires the Title as a result of a foreclosure or deed in lieu of foreclosure of the Guaranteed Mortgage; or
 - (ii) the date the lien of the Guaranteed Mortgage or any assignment set forth in Item 4 of Schedule A is extinguished or rendered unenforceable by reason of a matter guaranteed against by this certificate.
- (c) If ITG pursues its rights under Condition 5(b) and is unsuccessful in establishing the Title or the lien of the Guaranteed Mortgage, as guaranteed:
- (i) the Coverage Amount will be increased by 15%; and
 - (ii) the Guaranteed Claimant may, by written notice given to ITG, elect, as an alternative to the dates set forth in Condition 8(b), to use either the date the settlement, action, proceeding, or other act described in Condition 5(b) is concluded or the date the notice of claim required by Condition 3 is received by ITG as the date for calculating the fair market value of the Title in Condition 8(a)(iii).
- (d) In addition to the extent of liability for loss or damage under Conditions 8(a) and 8(c), ITG will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- (a) ITG fully performs its obligations and is not liable for any loss or damage caused to the Guaranteed if ITG accomplishes any of the following in a reasonable manner:
- (i) removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - (ii) cures the lack of a right of access to and from the Land;
 - (iii) cures the claim of Unmarketable Title; or
 - (iv) establishes the lien of the Guaranteed Mortgage,
- all as guaranteed. ITG may do so by any method, including litigation and the completion of any appeals.
- (b) ITG is not liable for loss or damage arising out of any litigation, including litigation by ITG or with ITG's consent, until a State or federal court having jurisdiction makes a final, non appealable determination adverse to the Title or to the lien of the Guaranteed Mortgage.
- (c) ITG is not liable for loss or damage to the Guaranteed for liability voluntarily assumed by the Guaranteed in settling any claim or suit without the prior written consent of ITG.
- (d) A Guaranteed Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this certificate is paid.
- (e) ITG is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF COVERAGE

- (a) All payments under this certificate, except payments made for costs, attorneys' fees, and expenses, reduce the Coverage Amount by the amount of the payment. However, any payment made by ITG prior to the acquisition of the Title as provided in Condition 2 does not reduce the Coverage Amount afforded under this certificate, except to the extent that the payment reduces the Indebtedness.
- (b) When the Title is acquired by the Guaranteed as a result of foreclosure or deed in lieu of foreclosure, the amount credited against the Indebtedness does not reduce the Coverage Amount.
- (c) The voluntary satisfaction or release of the Guaranteed Mortgage terminates all liability of ITG, except as provided in Condition 2.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, ITG will pay the loss or damage within 30 days.

12. ITG'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- (a) *ITG's Right to Recover*

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- (i) If ITG settles and pays a claim under this certificate, it is subrogated and entitled to the rights and remedies of the Guaranteed Claimant in the Title or Guaranteed Mortgage and all other rights and remedies in respect to the claim that the Guaranteed Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by ITG. If requested by ITG, the Guaranteed Claimant must execute documents to transfer these rights and remedies to ITG. The Guaranteed Claimant permits ITG to sue, compromise, or settle in the name of the Guaranteed Claimant and to use the name of the Guaranteed Claimant in any transaction or litigation involving these rights and remedies.
- (ii) If a payment on account of a claim does not fully cover the loss of the Guaranteed Claimant, ITG defers the exercise of its subrogation right until after the Guaranteed Claimant fully recovers its loss.
- (b) *ITG's Subrogation Rights against Obligors*
ITG's subrogation right includes the Guaranteed's rights against Obligors including the Guaranteed's rights to repayment under a note, indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights. An Obligor cannot avoid ITG's subrogation right by acquiring the Indebtedness as a result of an indemnity, guaranty, warranty, insurance policy, or bond, or in any other manner. The Obligor is not a Guaranteed under this certificate. ITG may not exercise its rights under Condition 12(b) against a Government Mortgage Agency or Instrumentality.
- (c) *Guaranteed's Rights and Limitations*
 - (i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Guaranteed Mortgage, or release any collateral security for the Indebtedness, if the action does not affect the enforceability or priority of the lien of the Guaranteed Mortgage.
 - (ii) If the Guaranteed exercises a right provided in Condition 12(c)(i) but has Knowledge of any claim adverse to the Title or the lien of the Guaranteed Mortgage guaranteed against by this certificate, ITG is required to pay only that part of the loss guaranteed against by this certificate that exceeds the amount, if any, lost to ITG by reason of the impairment by the Guaranteed Claimant of ITG's subrogation right.

13. CERTIFICATE ENTIRE CONTRACT

- (a) This certificate together with all endorsements, if any, issued by ITG is the entire certificate and contract between the Guaranteed and ITG. In interpreting any provision of this certificate, this certificate will be construed as a whole. This certificate and any endorsement to this certificate may be evidenced by electronic means authorized by law.
- (b) Any amendment of this certificate must be by a written endorsement issued by ITG. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this certificate, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - (i) modify any prior endorsement,
 - (ii) extend the Date of Certificate,
 - (iii) guarantee against loss or damage exceeding the Coverage Amount, or
 - (iv) increase the Coverage Amount.

14. SEVERABILITY

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

15. CHOICE OF LAW AND CHOICE OF FORUM

- (a) *Choice of Law*
ITG has underwritten the risks covered by this certificate and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of Iowa Title Guaranty Certificates in Iowa.
The State law of the State of Iowa will determine the validity of claims against the Title or the lien of the Guaranteed Mortgage and the interpretation and enforcement of the terms of this certificate, without regard to conflicts of law principles to determine the applicable law.
- (b) *Choice of Forum*

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Any litigation or other proceeding of a judicial or quasi-judicial nature related to or arising from this certificate shall be brought and maintained in the Iowa District Court for Polk County in Des Moines, Iowa.

16. NOTICES

Any notice of claim under this certificate must be given to ITG either at its principal office at 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 or via email to itgclaims@iowafinance.com. Any other notice or statement in writing required to be given to ITG under this certificate must be given to ITG at: 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

17. CLASS ACTION

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

18. ARBITRATION—DELETED

Iowa Title Guaranty
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
www.iowatitleguaranty.com

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This certificate, when issued by Iowa Title Guaranty with a Certificate Number and the Date of Certificate, is valid even if this certificate or any endorsement to this certificate is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to Iowa Title Guaranty under this certificate must be given to Iowa Title Guaranty at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Iowa Title Guaranty, hereinafter called ITG, guarantees, as of the Date of Certificate and, to the extent stated in Covered Risks 9 and 10, after the Date of Certificate, against loss or damage, not exceeding the Coverage Amount, sustained or incurred by the Guaranteed by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, coverage against loss from:
 - (a) a defect in the Title caused by:
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) the failure of a person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - (iv) a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - (vii) a defective judicial or administrative proceeding; or
 - (viii) the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - (b) the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of an improvement on the Land;
 - (c) the subdivision of the Land; or
 - (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - (a) of the exercise described in an Enforcement Notice; or

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- (b) the taking occurred and is binding on a purchaser for value without Knowledge.
- 8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
- 9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - (a) resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - (i) fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - (ii) voidable transfer under the Uniform Voidable Transactions Act; or
 - (b) because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - (i) to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Guaranteed; or
 - (ii) of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Certificate and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

ITG will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter guaranteed against by this certificate, but only to the extent provided in the Conditions.

In witness whereof, ITG has caused this certificate to be signed and sealed in its name by its Director.



IOWA TITLE GUARANTY

By: Authorized Signatory

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EXCLUSIONS FROM COVERAGE

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

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental remediation or protection.
 - (b) any governmental forfeiture, police, regulatory, or national security power.
 - (c) the effect of a violation or enforcement of any matter excluded under Exclusion 1(a) or 1(b).
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - (a) created, suffered, assumed, or agreed to by the Guaranteed Claimant;
 - (b) not Known to ITG, not recorded in the Public Records at the Date of Certificate, but Known to the Guaranteed Claimant and not disclosed in writing to ITG by the Guaranteed Claimant prior to the date the Guaranteed Claimant became a Guaranteed under this certificate;
 - (c) resulting in no loss or damage to the Guaranteed Claimant;
 - (d) attaching or created subsequent to the Date of Certificate (Exclusion 3(d) does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Guaranteed named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Certificate.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - (a) fraudulent conveyance or fraudulent transfer;
 - (b) voidable transfer under the Uniform Voidable Transactions Act; or
 - (c) preferential transfer:
 - (i) to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - (ii) for any other reason not stated in Covered Risk 9(b).
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Certificate. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2 (b).
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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Owner Form—Iowa Title Guaranty Certificate

2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which ITG assumes no liability as set forth in Condition 9(d):

Issuing Participant: Dillon D. Malone

Issuing Office: Iowa Title Guaranty

Issuing Office's File Number

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Property Address: 1963 Bell Avenue, Des Moines, IA 50315

SCHEDULE A

Certificate Number:

Coverage Amount: \$100,000.00

Date of Certificate: August 31, 2023 at 04:00:00 AM

1. The Guaranteed is:
Proposed Titleholder
2. The estate or interest in the Land guaranteed by this certificate is:
Fee Simple
3. The Title is vested in:
Proposed Titleholder
4. The Land is described as follows:
5. This certificate incorporates by reference the endorsements designated below as of the Date of Certificate:

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End of Schedule A.

IOWA TITLE GUARANTY

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SCHEDULE B

Certificate Number:

EXCEPTIONS FROM COVERAGE

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

This certificate does not guarantee against loss or damage and ITG will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

Standard (notwithstanding the guaranteeing clauses of this certificate):

1. Any right or claim of a party in possession not shown by the Public Records.
2. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, and/or encroachment (including an encroachment of an improvement across the boundary lines of the Land).
3. Any easement or claim of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, and/or materials heretofore or hereafter furnished, imposed by law, and not shown by the Public Records.
5. Any taxes and/or special assessments which are not shown as existing liens by the Public Records.

Special:

6. The lien of the taxes for the July 1, 2022 - June 30, 2023, fiscal year and thereafter, with the first half due on September 1, 2023 (delinquent after September 30, 2023) and the second half due on March 1, 2024 (delinquent after March 31, 2024). First installment paid. Second installment paid.
7. Plat of Harriett Place filed December 7, 1929, in Plat Book J, Page 55 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.
8. Plat of Solar Meredith Place filed November 14, 1955, in Plat Book L, Page 289 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.
9. Retracement Survey filed October 16, 2006, in Book 11903, Page 198 in the Polk County, Iowa, Recorder's Office, including easements, building setbacks, restrictions, reservations, and notations.
10. Mortgage in the amount of \$100,000.00 dated August 30, 2023, filed August 30, 2023, in _____ of the Polk County, Iowa, Recorder's Office, given by Mortgagor One, to Iowa Finance Authority.

End of Schedule B.

IOWA TITLE GUARANTY

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CONDITIONS

1. DEFINITION OF TERMS

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

- (a) “Affiliate”: An Entity:
 - (i) that is wholly owned by the Guaranteed;
 - (ii) that wholly owns the Guaranteed; or
 - (iii) if that Entity and the Guaranteed are both wholly owned by the same person or entity.
- (b) “Coverage Amount”: The Coverage Amount stated in Schedule A, as may be increased by Condition 8(d) or decreased by Condition 10 or 11; or increased or decreased by endorsements to this certificate.
- (c) “Date of Certificate”: The Date of Certificate stated in Schedule A.
- (d) “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (e) “Enforcement Notice”: A document recorded in the Public Records that describes any part of the Land and:
 - (i) is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - (ii) is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - (iii) asserts a right to enforce a PACA-PSA Trust.
- (f) “Entity”: A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- (g) “Guaranteed”:
 - (i)
 - (a) The Guaranteed named in Item 1 of Schedule A;
 - (b) the successor to the Title of a Guaranteed by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c) the successor to the Title of a Guaranteed resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d) the successor to the Title of a Guaranteed resulting from its conversion to another kind of Entity; or
 - (e) the grantee of a Guaranteed under a deed or other instrument transferring the Title, if the grantee is:
 - (1) an Affiliate;
 - (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by a Guaranteed;
 - (3) a spouse who receives the Title because of a dissolution of marriage;
 - (4) a transferee by a transfer effective on the death of a Guaranteed as authorized by law; or
 - (5) another Guaranteed named in Item 1 of Schedule A.
 - (ii) ITG reserves all rights and defenses as to any successor or grantee that ITG would have had against any predecessor Guaranteed.
- (h) “Guaranteed Claimant”: A Guaranteed claiming loss or damage arising under this certificate.
- (i) “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (j) “Land”: The land described in Item 4 of Schedule A and improvements located on that land at the Date of

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Certificate that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is guaranteed by this certificate.

- (k) “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (l) “PACA-PSA Trust”: A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- (m) “Public Records”: The recording or filing system established under State statutes in effect at the Date of Certificate under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (n) “State”: The State of Iowa.
- (o) “Title”: The estate or interest in the Land identified in Item 2 of Schedule A.
- (p) “Unmarketable Title”: The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This certificate continues as of the Date of Certificate in favor of a Guaranteed, so long as the Guaranteed:

- (a) retains an estate or interest in the Land;
- (b) owns an obligation secured by a purchase money Mortgage given by a purchaser from the Guaranteed; or
- (c) has liability for warranties given by the Guaranteed in any transfer or conveyance of the Guaranteed’s Title.

Except as provided in Condition 2, this certificate terminates and ceases to have any further force or effect after the Guaranteed conveys the Title. This certificate does not continue in force or effect in favor of any person or entity that is not the Guaranteed and acquires the Title or an obligation secured by a purchase money Mortgage given to the Guaranteed.

3. NOTICE OF CLAIM TO BE GIVEN BY GUARANTEED CLAIMANT

The Guaranteed must notify ITG promptly in writing if the Guaranteed has Knowledge of:

- (a) any litigation or other matter for which ITG may be liable under this certificate; or
- (b) any rejection of the Title as Unmarketable Title.

If ITG is prejudiced by the failure of the Guaranteed Claimant to provide prompt notice, ITG’s liability to the Guaranteed Claimant under this certificate is reduced to the extent of the prejudice.

4. PROOF OF LOSS

ITG may, at its option, require as a condition of payment that the Guaranteed Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter guaranteed against by this certificate that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Guaranteed and subject to the options contained in Condition 7, ITG, at its own cost and without unreasonable delay, will provide for the defense of a Guaranteed in litigation in which any third party asserts a claim covered by this certificate adverse to the Guaranteed. This obligation is limited to only those stated causes of action alleging matters guaranteed against by this certificate. ITG has the right to select counsel of its choice (subject to the right of the Guaranteed to object for reasonable cause) to represent the Guaranteed as to those covered causes of action. ITG is not liable for and will not pay the fees of any other counsel. ITG will not pay any fees, costs, or expenses incurred by the Guaranteed in the defense of any cause of action that alleges matters not guaranteed against by this certificate.
- (b) ITG has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as guaranteed, or to prevent or reduce loss or damage to the Guaranteed. ITG may take any appropriate action under the terms of this certificate, whether or not it is liable to the Guaranteed. ITG’s exercise of these rights is not an admission of liability or waiver of any provision of this certificate. If ITG exercises its rights under Condition 5

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- (b), it must do so diligently.
- (c) When ITG brings an action or asserts a defense as required or permitted by this certificate, ITG may pursue the litigation to a final determination by a court having jurisdiction. ITG reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF GUARANTEED CLAIMANT TO COOPERATE

- (a) When this certificate permits or requires ITG to prosecute or provide for the defense of any action or proceeding and any appeals, the Guaranteed will secure to ITG the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Guaranteed for this purpose.

When requested by ITG, the Guaranteed, at ITG's expense, must give ITG all reasonable aid in:

- (i) securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- (ii) any other lawful act that in the opinion of ITG may be necessary or desirable to establish the Title or any other matter, as guaranteed.

If ITG is prejudiced by any failure of the Guaranteed to furnish the required cooperation, ITG's liability and obligations to the Guaranteed under this certificate terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- (b) ITG may reasonably require the Guaranteed Claimant to submit to examination under oath by any authorized representative of ITG and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of ITG, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Certificate, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of ITG, the Guaranteed Claimant must grant its permission, in writing, for any authorized representative of ITG to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Guaranteed Claimant provided to ITG pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of ITG, disclosure is necessary in the administration of the claim or required by law. Any failure of the Guaranteed Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6(b), unless prohibited by law, terminates any liability of ITG under this certificate as to that claim.

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

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

- (a) *To Pay or Tender Payment of the Coverage Amount*

To pay or tender payment of the Coverage Amount under this certificate. In addition, ITG will pay any costs, attorneys' fees, 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.

Upon the exercise by ITG of this option provided for in Condition 7(a), ITG's liability and obligations to the Guaranteed under this certificate terminate, including any obligation to defend, prosecute, or continue any litigation.

- (b) *To Pay or Otherwise Settle with Parties other than the Guaranteed or with the Guaranteed Claimant*

- (i) To pay or otherwise settle with parties other than the Guaranteed for or in the name of the Guaranteed Claimant. In addition, ITG will pay any costs, attorneys' fees, and expenses incurred by the Guaranteed Claimant that were authorized by ITG up to the time of payment and that ITG is obligated to pay; or
- (ii) To pay or otherwise settle with the Guaranteed Claimant the loss or damage provided for under this certificate. In addition, ITG will pay any costs, attorneys' fees, and expenses incurred by the Guaranteed Claimant that were authorized by ITG up to the time of payment and that ITG is obligated to pay.

Upon the exercise by ITG of either option provided for in Condition 7(b), ITG's liability and obligations to the Guaranteed under this certificate for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This certificate is a contract of indemnity against actual monetary loss or damage sustained or incurred by a Guaranteed Claimant who has suffered loss or damage by reason of matters guaranteed against by this certificate. This certificate is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the

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status of the Title, subject to Iowa Administrative Code r.265—9.7(2)“b”. All claims asserted under this certificate are based in contract and are restricted to the terms and provisions of this certificate. ITG is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this certificate or the determination of the guaranteeability of the Title.

- (a) The extent of liability of ITG for loss or damage under this certificate does not exceed the lesser of:
 - (i) the Coverage Amount; or
 - (ii) the difference between the fair market value of the Title, as guaranteed, and the fair market value of the Title subject to the matter guaranteed against by this certificate.
- (b) Except as provided in Condition 8(c) or 8(d), the fair market value of the Title in Condition 8(a)(ii) is calculated using the date the Guaranteed discovers the defect, lien, encumbrance, adverse claim, or other matter guaranteed against by this certificate.
- (c) If, at the Date of Certificate, the Title to all of the Land is void by reason of a matter guaranteed against by this certificate, then the Guaranteed Claimant may, by written notice given to ITG, elect to use the Date of Certificate as the date for calculating the fair market value of the Title in Condition 8(a)(ii).
- (d) If ITG pursues its rights under Condition 5(b) and is unsuccessful in establishing the Title, as guaranteed:
 - (i) the Coverage Amount will be increased by 15%; and
 - (ii) the Guaranteed Claimant may, by written notice given to ITG, elect, as an alternative to the dates set forth in Condition 8(b) or, if it applies, 8(c), to use either the date the settlement, action, proceeding, or other act described in Condition 5(b) is concluded or the date the notice of claim required by Condition 3 is received by ITG as the date for calculating the fair market value of the Title in Condition 8(a)(ii).
- (e) In addition to the extent of liability for loss or damage under Conditions 8(a) and 8(d), ITG will also pay the costs, attorneys’ fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- (a) ITG fully performs its obligations and is not liable for any loss or damage caused to the Guaranteed if ITG accomplishes any of the following in a reasonable manner:
 - (i) removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - (ii) cures the lack of a right of access to and from the Land; or
 - (iii) cures the claim of Unmarketable Title,all as guaranteed. ITG may do so by any method, including litigation and the completion of any appeals.
- (b) ITG is not liable for loss or damage arising out of any litigation, including litigation by ITG or with ITG’s consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- (c) ITG is not liable for loss or damage to the Guaranteed for liability voluntarily assumed by the Guaranteed in settling any claim or suit without the prior written consent of ITG.
- (d) ITG is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF COVERAGE

All payments under this certificate, except payments made for costs, attorneys’ fees, and expenses, reduce the Coverage Amount by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Coverage Amount will be reduced by any amount ITG pays under any certificate guaranteeing a Mortgage to which exception is taken in Schedule B or to which the Guaranteed has agreed, assumed, or taken subject, or which is executed by a Guaranteed after the Date of Certificate and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Guaranteed under this certificate.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, ITG will pay the loss or damage within 30 days.

13. ITG’S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- (a) If ITG settles and pays a claim under this certificate, it is subrogated and entitled to the rights and remedies of the Guaranteed Claimant in the Title and all other rights and remedies in respect to the claim that the Guaranteed Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys’ fees, and expenses paid by ITG. If requested by ITG, the Guaranteed Claimant must

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execute documents to transfer these rights and remedies to ITG. The Guaranteed Claimant permits ITG to sue, compromise, or settle in the name of the Guaranteed Claimant and to use the name of the Guaranteed Claimant in any transaction or litigation involving these rights and remedies.

- (b) If a payment on account of a claim does not fully cover the loss of the Guaranteed Claimant, ITG defers the exercise of its subrogation right until after the Guaranteed Claimant fully recovers its loss.
- (c) ITG's subrogation right includes the Guaranteed's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. **CERTIFICATE ENTIRE CONTRACT**

- (a) This certificate together with all endorsements, if any, issued by ITG is the entire certificate and contract between the Guaranteed and ITG. In interpreting any provision of this certificate, this certificate will be construed as a whole. This certificate and any endorsement to this certificate may be evidenced by electronic means authorized by law.
- (b) Any amendment of this certificate must be by a written endorsement issued by ITG. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this certificate, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - (i) modify any prior endorsement,
 - (ii) extend the Date of Certificate,
 - (iii) guarantee against loss or damage exceeding the Coverage Amount, or
 - (iv) increase the Coverage Amount.

15. **SEVERABILITY**

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

16. **CHOICE OF LAW AND CHOICE OF FORUM**

(a) *Choice of Law*

ITG has underwritten the risks covered by this certificate and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of Iowa Title Guaranty Certificates in Iowa.

The State law of the State of Iowa will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this certificate, without regard to conflicts of law principles to determine the applicable law.

(b) *Choice of Forum*

Any litigation or other proceeding of a judicial or quasi-judicial nature related to or arising from this certificate shall be brought and maintained in the Iowa District Court for Polk County in Des Moines, Iowa.

17. **NOTICES**

Any notice of claim under this certificate must be given to ITG either at its principal office at 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 or via email to itgclaims@iowafinance.com. Any other notice or statement in writing required to be given to ITG under this certificate must be given to ITG at: 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315.

18. **CLASS ACTION**

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

19. **ARBITRATION—DELETED**

Iowa Title Guaranty
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
www.iowatitleguaranty.com

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Certificate Number:

1. For purposes of this endorsement, "Zoning Ordinance" means a zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land at the Date of Certificate.
2. ITG guarantees against loss or damage sustained by the Guaranteed in the event that, at the Date of Certificate:
 - (a) According to the Zoning Ordinance, the Land is not classified Zone _____;
 - (b) The following use or uses are not allowed under that classification: _____.
3. There is no liability under this endorsement based on:
 - (a) The lack of compliance with any condition, restriction, or requirement contained in the Zoning Ordinance, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses. Section 3(a) does not modify or limit the coverage provided in Covered Risk 5.
 - (b) The invalidity of the Zoning Ordinance until after a final decree of a State or federal court having jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses described in Section 2(b).
 - (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 Coverage Amount. 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.

IOWA TITLE GUARANTY

By: Authorized Signatory

CERTIFICATE NO.

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Certificate Number:

ITG guarantees against 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 State in which the unit and its common elements are located.
2. The failure of the documents required by the State 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 Section 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 the Date of Certificate and is not excepted in Schedule B.
4. The priority of any lien for charges and assessments provided for in the State condominium statutes and condominium documents at the 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 the Date of Certificate because of any present encroachments or because of any future unintentional encroachments 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 the 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 Coverage Amount. 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.

IOWA TITLE GUARANTY

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Certificate Number:

ITG guarantees against 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 State in which the unit and its common elements are located.
2. The failure of the documents required by the State 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 Section 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 the Date of Certificate and is not excepted in Schedule B.
4. Any charges or assessments provided for in the State condominium statutes and condominium documents due and unpaid at the 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 the Date of Certificate because of any present encroachments or because of any future unintentional encroachments 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 the 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 Coverage Amount. 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—Assessments Priority

ALTA Endorsement 5-06

Adopted 06-17-2006 Revised 10-16-2008, 02-03-2010

Technical Correction 12-01-2016, 12-01-2017

Certificate Number:

ITG guarantees against 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 in favor of any association of owners that are provided for in any document at Date of Certificate and 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 the 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 Coverage Amount. 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—Current Assessments

ALTA Endorsement 5.1-06

Adopted 06-17-2006 Revised 10-16-2008

Technical Correction 12-01-2016, 12-01-2017

Certificate Number:

ITG guarantees against 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 Coverage Amount. 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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Certificate Number:

1. As used in this endorsement, "Changes in the Rate of Interest" mean those adjustments in the rate of interest calculated pursuant to the formula provided in the Guaranteed Mortgage or the loan documents secured by the Guaranteed Mortgage at the Date of Certificate.
2. 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 from Changes in the Rate of Interest.
 - (b) the 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 or the loan documents secured by the Guaranteed Mortgage, which loss of priority results from Changes in the Rate of Interest.
3. The endorsement does not guarantee against loss or damage, and ITG will not pay costs, attorneys' fees, or expenses, based upon usury law or Consumer Protection 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 Coverage Amount. 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.

IOWA TITLE GUARANTY

By: Authorized Signatory

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Certificate Number:

1. As used in this endorsement, "Changes in the Rate of Interest" mean those adjustments in the rate of interest calculated pursuant to the formula provided in the Guaranteed Mortgage or the loan documents secured by the Guaranteed Mortgage at the Date of Certificate.
2. 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 from:
 - (i) Changes in the Rate of Interest;
 - (ii) interest on interest; or
 - (iii) the addition of unpaid interest to the principal balance of the loan.
 - (b) the loss of priority of the lien of the Guaranteed Mortgage as security for the principal balance of the loan, together with interest as changed in accordance with the provisions of the Guaranteed Mortgage or the loan documents secured by the Guaranteed Mortgage, interest on interest, or any unpaid interest which was added to the principal balance in accordance with the provisions of the Guaranteed Mortgage, which loss of priority results from:
 - (i) Changes in the Rate of Interest;
 - (ii) interest on interest; or
 - (iii) the addition of unpaid interest to the principal balance of the loan.
3. This endorsement does not guarantee against loss or damage, and ITG will not pay costs, attorneys' fees, or expenses, based upon usuary law or Consumer Protection 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 Coverage Amount. 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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Manufactured Housing Unit

ALTA Endorsement 7-06

Adopted 06-17-2006

Certificate Number:

The term "Land" includes the manufactured housing unit located on the land described in Schedule A 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 Coverage Amount. 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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Manufactured Housing—Conversion—Lender's Certificate

ALTA Endorsement 7.1
2021 v. 01.00 (07-01-2021)

Certificate Number:

1. The term "Land" includes the manufactured housing unit located on the land described in Schedule A at the Date of Certificate.
2. Unless excepted in Schedule B, ITG guarantees against loss or damage sustained by the Guaranteed if, at the Date of Certificate:
 - (a) A manufactured housing unit is not located on the land described in Schedule A.
 - (b) The manufactured housing unit located on the land is not real property under the law of the State where the land described in Schedule A is located.
 - (c) The owner of the land described in Schedule A is not the owner of the manufactured housing unit.
 - (d) Any lien is attached to the manufactured housing unit as personal property, including:
 - (i) a federal, State, or other governmental tax lien;
 - (ii) UCC security interest;
 - (iii) a motor vehicular lien; or
 - (iv) other personal property lien.
 - (e) The lien of the Guaranteed Mortgage is not enforceable against the Title.
 - (f) The lien of the Guaranteed Mortgage is not enforceable in a single foreclosure procedure.

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 Coverage Amount. 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

ALTA Endorsement 8.1
2021 v. 01.00 (07-01-2021)

Certificate Number:

1. The coverage afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.
2. ITG guarantees against loss or damage sustained by the Guaranteed by reason of a lack of priority of the lien of the Guaranteed Mortgage over:
 - (a) any environmental protection lien that, at the Date of Certificate, is recorded in those records established under State statutes at the 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 Schedule B; or
 - (b) any environmental protection lien provided by any State statute in effect at the Date of Certificate, except environmental protection liens provided for by Iowa Code § 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 Coverage Amount. 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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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) "Covenants" 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 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 Covenants referred to in that notice, unless an exception in Schedule B of the Certificate identifies the notice of 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 Certificateunless 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:

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- (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 Coverage Amount. 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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Certificate Number:

Date of Endorsement: _____

1. The name of the Guaranteed at the 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 the Date of Endorsement in the Public Records other than those shown in the Certificate or a prior endorsement, except: _____.
3. The 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 law that is based on the assignment being a:
 - (a) fraudulent conveyance or fraudulent transfer;
 - (b) voidable transfer under the Uniform Voidable Transactions Act; or
 - (c) preferential transfer.
4. This endorsement shall be effective provided that, at the Date of Endorsement:
 - (a) the note or notes secured by the lien of the Guaranteed Mortgage have been properly endorsed and delivered to the Assignee; or
 - (b) 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 Coverage Amount. 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
2021 v. 01.00 (07-01-2021)

Certificate Number:

Date of Endorsement: _____

1. 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 upon the Title at the Date of Endorsement as a result of the agreement dated _____, recorded _____ ("Modification"); and
 - (b) The lack of priority of the lien of the Guaranteed Mortgage, at the 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: _____.
2. 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 Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law that is based on the Modification being a:
 - (a) fraudulent conveyance or fraudulent transfer;
 - (b) voidable transfer under the Uniform Voidable Transactions Act; or
 - (c) preferential transfer to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason unless the preferential transfer results solely from the failure:
 - (i) to timely record the Modification in the Public Records after execution and delivery of the Modification to the Guaranteed; or
 - (ii) of the recoding of the Modification in the Public Records to impart notice of its existence 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 Coverage Amount. 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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Certificate Number:

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

- (a) "Evicted" or Eviction": (i) 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 (ii) the lawful prevention of the use of the Land or the Tenant Leasehold Improvement 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 of it, 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 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 or 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

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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 by the Eviction that the Guaranteed is obligated to pay to lessees or sublessees 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 reasonable 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.

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 Coverage Amount. 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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Certificate Number:

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

- (a) "Evicted" or "Eviction": (i) 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 (ii) 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 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 the 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 of Interest Guaranteed:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it, as the result of an Eviction of the Tenant, then, as to that portion of the Land from which the Tenant 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 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 the 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.

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(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 Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

(e) Damages caused by the Eviction that the Guaranteed is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Tenant 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.

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 Coverage Amount. 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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Certificate Number:

1. The coverage for Advances added by Sections 3 and 4 of this endorsement is subject to the exclusions in Section 5 of this endorsement and the Exclusions from Coverage in the Certificate (except Exclusion 3(d)), the Conditions, and the Exceptions from Coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
 - (a) "Advance": Only an advance of principal 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.
 - (b) "Agreement": The note or loan agreement, the repayment of Advances under which is secured by the Guaranteed Mortgage.
 - (c) "Changes in the Rate of Interest": Only those changes in the rate of interest calculated pursuant to a formula provided in the Guaranteed Mortgage or the Agreement at the Date of 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 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, unenforceability, or lack of priority of the lien of the Guaranteed Mortgage as security for the Indebtedness, Advances, and unpaid interest resulting from:
 - (i) re-Advances and repayments of Indebtedness;
 - (ii) earlier periods of no indebtedness owing during the term of the Guaranteed Mortgage; or
 - (iii) the Guaranteed Mortgage not complying with the requirements of State law to secure Advances.
4. ITG further 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 from 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 principal of the Indebtedness.
 - (b) The lack of priority of the lien of the Guaranteed Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Guaranteed Mortgage, which lack of priority is caused by:
 - (i) Changes in the Rate of Interest;

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(ii) interest on interest; or

(iii) increases in the principal of the Indebtedness resulting from the addition of unpaid interest.

5. 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 the Date of Certificate;

(c) The lack 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) Knowledge of the Guaranteed that a federal tax lien was filed against the mortgagor; or

(ii) the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);

(d) Any federal or state environmental protection lien;

(e) Any usuary law or Consumer Protection Law; or

(f) Any mechanic's or materialman's lien.

6. The Indebtedness 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 Coverage Amount. 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.

IOWA TITLE GUARANTY

By: Authorized Signatory

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Certificate Number: L-240026509

1. The coverage for Advances added by Sections 3 and 4 of this endorsement is subject to the exclusions in Section 5 of this endorsement and the Exclusions from Coverage in the Certificate (except Exclusion 3(d)), the Conditions, and the Exceptions from Coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
 - (a) "Advance": Only an advance of principal 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.
 - (b) "Agreement": The note or loan agreement, the repayment of Advances under which is secured by the Guaranteed Mortgage.
 - (c) "Changes in the Rate of Interest": Only those changes in the rate of interest calculated pursuant to the formula provided in the Guaranteed Mortgage or the Agreement at the Date of 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 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, unenforceability, or lack of priority of the lien of the Guaranteed Mortgage as security for the Indebtedness, Advances, and unpaid interest resulting from:
 - (i) re-Advances and repayments of Indebtedness;
 - (ii) earlier periods of no indebtedness owing during the term of the Guaranteed Mortgage;
 - (iii) the Guaranteed Mortgage not complying with the requirements of State law to secure Advances;
 - (iv) failure of the Guaranteed Mortgage to state the term for Advances; or
 - (v) failure of the Guaranteed Mortgage to state the maximum amount secured by the Guaranteed Mortgage.
 - (d) The invalidity or unenforceability of the lien of the Guaranteed Mortgage because of the failure of the mortgagor to be at least 62 years of age at the Date of the Certificate.
4. ITG further 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 from 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 principal of the Indebtedness.

CERTIFICATE NO. L-240026509

VERIFICATION CODE: f722-8efe-add9-53cf

NOTE: Revised April 01, 2025 at 09:41:04 AM. This revision does not extend the Date of Certificate unless otherwise specified.

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(b) The lack of priority of the lien of the Guaranteed Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Guaranteed Mortgage, which lack of priority is caused by:

- (i) Changes in the Rate of Interest;
- (ii) interest on interest; or
- (iii) increases in the principal of the Indebtedness resulting from the addition of unpaid interest.

As used in Section 4, "interest" includes lawful interest based on appreciated value.

5. 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 the Date of Certificate;
- (c) The lack 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) Knowledge of the Guaranteed that a federal tax lien was filed against the mortgagor; or
 - (ii) the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);
- (d) Any federal or state environmental protection lien;
- (e) Any usury law or Consumer Protection Law; or
- (f) Any mechanic's or materialman's lien.

6. The Indebtedness 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 Coverage Amount. 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.

IOWA TITLE GUARANTY

By: Authorized Signatory

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Certificate Number:

ITG guarantees against 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 Coverage Amount. 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 Coverage Amount. 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 Coverage Amount. 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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Certificate Number:

ITG guarantees against loss or damage sustained by the Guaranteed by reason 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 Coverage Amount. 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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Certificate Number:

ITG guarantees against loss or damage sustained by the Guaranteed by reason of the failure of the Land to be known as _____, according to the records of _____ at the 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 Coverage Amount. 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
2021 v. 01.00 (07-01-2021)

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 the 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
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 Coverage Amount. 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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Balloon Mortgage

ITG Endorsement
Revised 06-06-2023

Certificate Number:

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

1. The invalidity or unenforceability of the lien of the Guaranteed Mortgage resulting from the provisions therein which provide for a Conditional Right to Refinance and a change in the rate of interest as set forth in the Balloon Mortgage Rider.
2. Loss of priority of the lien of the Guaranteed Mortgage as security for the unpaid principal balance of the loan, together with interest thereon, which loss of priority is caused by the exercise of the Conditional Right to Refinance and the extension of the loan term to the New Maturity Date set forth in the Balloon Mortgage Rider and a change in the rate of interest, provided that all the conditions set forth in paragraphs 2 and 5 of the Balloon Mortgage Rider have been met, and there are no other liens, defects, encumbrances, or other adverse matters affecting title arising subsequent to the Date of Certificate.
3. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) by reason of any claim based upon:
 - (a) usury,
 - (b) Consumer Protection Law,
 - (c) environmental protection liens,
 - (d) federal tax liens, or
 - (e) bankruptcy.

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 Coverage Amount. 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.

IOWA TITLE GUARANTY

By: Authorized Signatory

CERTIFICATE NO.

VERIFICATION CODE:

Certificate Number:

1. The coverage provided by this endorsement is subject to the exclusions in Section 3 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the Certificate.
2. ITG guarantees against loss or damage sustained by the Guaranteed by reason of:
 - (a) Any incorrectness in the following assurances:
 - (i) That there are no covenants, conditions, or restrictions which result in the invalidity, unenforceability, or lack of priority of the lien of the Guaranteed Mortgage;
 - (ii) That, except as shown in Schedule B, there are no present violations on the Land of any enforceable covenants, conditions, or restrictions;
 - (iii) 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.
 - (b) Any violations on the Land of any covenants, conditions, or restrictions occurring prior to the acquisition of the 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.
 - (c) 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.
 - (d) Any final court order of judgment requiring removal from any land adjoining the Land of any encroachment shown in Schedule B.
3. This endorsement does not guarantee against loss or damage (and ITG will not pay costs, attorneys' fees, or expenses) resulting from:
 - (a) any covenant, condition, or restriction contained in an instrument creating a lease;
 - (b) any covenant, condition, or restriction relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - (c) any covenant, condition, or restriction relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
 - (d) contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

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 Coverage Amount. 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:

IOWA TITLE GUARANTY

By: Authorized Signatory

CERTIFICATE NO.

VERIFICATION CODE:



Endorsement Against Loss—Lien

ITG Endorsement
Revised 06-06-2023

Certificate Number:

1. The coverage provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the Certificate.
2. ITG guarantees against loss or damage sustained by the Guaranteed by reason of the enforcement of the lien excepted as Schedule B Exception No. 2 so as to secure full or partial satisfaction thereof out of the Land as a lien encumbering or having priority over the lien of the Guaranteed Mortgage or the Title, as well as costs, attorneys' fees, and expenses in defense against such encumbrance as provided in the Conditions of 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 Coverage Amount. 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.

IOWA TITLE GUARANTY

By: Authorized Signatory

CERTIFICATE NO.

VERIFICATION CODE:



Commitment Number:

1. The coverage provided by this endorsement is subject to compliance with Schedule B, Part I Requirement No. _____ of the Commitment, the Exclusions from Coverage, the Exceptions from Coverage in Schedule B, and the Conditions in the Lender Form—Iowa Title Guaranty Certificate and the Owner Form—Iowa Title Guaranty Certificate.
2. ITG guarantees against loss or damage sustained by the Proposed Guaranteed by reason of any defect in or lien or encumbrance on the Title or other matter included in the Covered Risks of the Lender Form—Iowa Title Guaranty Certificate or Owner Form—Iowa Title Guaranty Certificate to be issued to the Proposed Guaranteed that has been created or attached or has been filed or recorded in the Public Records subsequent to the Commitment Date and prior to the recording of the Guaranteed Mortgage or deed in the Public Records.

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

IOWA TITLE GUARANTY

By: Authorized Signatory

COMMITMENT NO.

VERIFICATION CODE:



Standard Exception Waiver

ITG Endorsement
Revised 06-06-2023

Certificate Number:

Schedule B, Exception No. _____ is hereby 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 Coverage Amount. 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.

IOWA TITLE GUARANTY

By: Authorized Signatory

CERTIFICATE NO.

VERIFICATION CODE:



Notice of Availability of Iowa Title Guaranty Owner Certificate

Revised 06-06-2023

Proposed Titleholder(s):

Date:

Property Address ("Property"):

Purchase Price or Owner's Coverage Amount:

In connection with your mortgage, your lender may require a Lender Form—Iowa Title Guaranty Certificate ("Lender Certificate"). A Lender Certificate provides title coverage to **your lender**. The Lender Certificate **does not** provide title coverage to you, the Property owner.

You have the right and opportunity to obtain an Owner Form—Iowa Title Guaranty Certificate ("Owner Certificate"). An Owner Certificate provides title coverage to **you**, the Property owner, often in an amount equal to the purchase price of the Property. The Owner Certificate provides assurance that your ownership interest is free from certain title defects, liens, and encumbrances, including but not limited to:

- Someone claiming an ownership interest in your Property;
- Someone seeking to enforce a lien on your Property, including unpaid liens for real estate taxes, mortgages, judgments, or unpaid homeowner's association liens; or
- You having no legal right of access to your Property.

A Commitment for Iowa Title Guaranty Title Certificate ("Commitment") is an offer to issue a Lender Certificate and/or Owner Certificate upon fulfillment of certain requirements and conditions. An Owner Certificate is issued after the requirements of the Commitment are satisfied. Once issued, an Owner Certificate becomes effective. A Commitment is not an abstract of title, nor does it provide the protection of an Owner Certificate. Iowa Title Guaranty urges you to seek independent legal advice if you are uncertain if you should obtain an Owner Certificate.

Please select an option below:

___ **I REQUEST AN OWNER CERTIFICATE**, as follows:

Select which applies:

1. **Purchase price or owner's coverage amount is \$750,000 or less:**

- ___ No additional premium (when issued in conjunction with a Lender Certificate); OR
- ___ Flat fee of \$175 (when issued apart from a Lender Certificate).

OR

2. **Purchase price or owner's coverage amount is greater than \$750,000:**

- ___ \$1 per \$1,000 in excess of \$750,000 (when issued in conjunction with a Lender Certificate); OR
- ___ Flat fee of \$175 + \$1 per \$1,000 in excess of \$750,000 (when issued apart from a Lender Certificate).

___ **I DECLINE AN OWNER CERTIFICATE**. I understand, acknowledge, and accept the risks associated with this decision.

I hereby acknowledge receipt of this notice and understand that if elected, my Owner Certificate will not be issued unless Purchase Price or Owner's Coverage Amount is completed, all Commitment requirements are satisfied, and I have paid all applicable premium amounts (if any) to Iowa Title Guaranty.

PROPOSED TITLEHOLDER(S):

Sign: _____	Sign: _____
Print: _____	Print: _____

COMMITMENT NO.

VERIFICATION CODE:

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Commitment Number:

Loan ID Number:

Property Address ("Property"):

To be completed by the current owner(s) if a refinance transaction or seller(s) if a purchase transaction.

The undersigned, being first duly sworn on oath (or upon affirmation), deposes and states as to the Property:

1. Has any labor, material, or equipment been furnished on the Property in the last 90 days?
☐ No ☐ Yes, as follows: _____
2. Are you aware or have you received notice of any public improvements or services that would constitute a special assessment on the Property after the date of closing (e.g., sidewalks, curbs, streets, sewer, lawn care, delinquent water bills)?
☐ No ☐ Yes, as follows: _____
3. Are there any unrecorded contracts, mortgages, options, covenants, conditions, restrictions, leases, easements, agreements, or other interests that affect the Property (e.g., shared driveway agreements, access easements)?
☐ No ☐ Yes, as follows: _____
4. Do any improvements located on the Property encroach onto setback lines or easements of the Property or onto neighboring property?
☐ No ☐ Yes, as follows: _____
5. Do any neighboring improvements, including, but not limited to, buildings, fences, walkways, driveways, eaves, and drains, encroach upon the Property?
☐ No ☐ Yes, as follows: _____
6. Do any of the neighboring property owners dispute the location of the boundary lines?
☐ No ☐ Yes, as follows: _____
7. Are you aware or have you received notice of any violations of covenants, conditions, or restrictions, including, but not limited to, delinquent dues or unpaid special assessments?
☐ No ☐ Yes, as follows: _____
8. Are there any persons in actual possession or claiming a right to possession of the Property or any part thereof, other than yourself?
☐ No ☐ Yes, as follows: _____
9. Have you obtained in the last 90 days, or will you obtain prior to closing, any mortgages, lines of credit, or bridge loans on the Property?
☐ No ☐ Yes, as follows: _____
10. Are there any judgments, liens, claims, or pending lawsuits against you?
☐ No ☐ Yes, as follows: _____
11. Are there any pending bankruptcy proceedings involving you?
☐ No ☐ Yes, as follows: _____
12. My marital status is:
☐ single
☐ married to each other
☐ married to: _____
☐ N/A (e.g., entity, trust, conservatorship, etc.)

13. I, the owner/seller, or the owner/seller's spouse, have disclosed all matters based on information known or reasonably available to me and certify that all matters stated herein are true and accurate. I make the above statements for the purpose of inducing Iowa Title Guaranty to issue a lender and/or owner certificate with respect to the Property. I hereby indemnify and hold harmless Iowa Title Guaranty against any and all loss, costs, damages, and expenses of every kind, including, but not limited to, attorney's fees, incurred by Iowa Title Guaranty by reason of its reliance on the statements made herein.

Note: All titleholders and spouses, if any, must execute the Composite Mortgage Affidavit.

Sign: _____	Sign: _____
Print: _____	Print: _____
Sign: _____	Sign: _____
Print: _____	Print: _____

STATE OF _____, COUNTY OF _____

Signed and sworn to (or affirmed) before me this _____ day of _____, _____,
by _____.

Signature of Notary Public

STATE OF _____, COUNTY OF _____

Signed and sworn to (or affirmed) before me this _____ day of _____, _____,
by _____.

Signature of Notary Public



Composite Mortgage Affidavit

Buyer

Revised 06-06-2023

Commitment Number:

Loan ID Number:

Property Address ("Property"):

To be completed by the proposed titleholder(s) of the above-described Property.

The undersigned being first duly sworn on oath (or upon affirmation) deposes and states as to the Property:

1. Have you obtained in the last 90 days, or will you obtain prior to closing, any mortgages, lines of credit, or bridge loans on the Property?

☐ No ☐ Yes, as follows: _____

2. Are there any judgments, liens, claims, or pending lawsuits against you?

☐ No ☐ Yes, as follows: _____

3. Are there any pending bankruptcy proceedings involving you?

☐ No ☐ Yes, as follows: _____

4. My marital status is:

☐ single
☐ married to each other
☐ married to: _____
☐ N/A (e.g., entity, trust, conservatorship, etc.)

5. **I, the proposed titleholder, have disclosed all matters based on information known or reasonably available to me and certify that all matters stated herein are true and accurate. I make the above statements for the purpose of inducing Iowa Title Guaranty to issue a lender and/or owner certificate with respect to the Property. I hereby indemnify and hold harmless Iowa Title Guaranty against any and all loss, costs, damages, and expenses of every kind, including, but not limited to, attorney's fees, incurred by Iowa Title Guaranty by reason of its reliance on the statements made herein.**

Note: All proposed titleholder(s) must execute the Composite Mortgage Affidavit.

Sign: _____	Sign: _____
Print: _____	Print: _____

STATE OF _____, COUNTY OF _____

Signed and sworn to (or affirmed) before me on this ____ day of _____, _____,
by _____.

Signature of Notary Public

COMMITMENT NO.

VERIFICATION CODE:

IOWA TITLE GUARANTY PRIVACY POLICY

FACTS	WHAT DOES IOWA TITLE GUARANTY DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and payment history • Credit card or other debt and mortgage rates and payments • Employment information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Iowa Title Guaranty chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Iowa Title Guaranty share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 515.452.0484 or go to www.iowatitleguaranty.com

Who we are	
Who is providing this notice?	Iowa Title Guaranty

What we do	
How does Iowa Title Guaranty protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Iowa Title Guaranty collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • File an insurance claim or give us your contact information • Provide your mortgage information • We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Our affiliates include departments of the Iowa Finance Authority.</i></p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Iowa Title Guaranty does not share with nonaffiliates so they can market to you.</i></p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Iowa Title Guaranty doesn't jointly market.</i></p>