

T A TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The Company insures that the covenants, conditions and restrictions affecting the title to the land contained in
have not been violated and that future violation thereof will not cause a forfeiture or reversion of title.

As used in this endorsement, the words “covenants, conditions and restrictions” shall not be deemed to refer to or include any terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in this endorsement, the words “covenants, conditions and restrictions” shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

T A TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

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The Company insures that the covenants, conditions and restrictions affecting the title to the land contained in [instrument _____] are unaccompanied by a right of reverter and have not been violated to the date hereof, except [

].

Notwithstanding said violation, the Company insures against loss occasioned by the enforcement or attempted enforcement of said covenants, conditions and restrictions by litigation which requires the removal of the whole or any portion of the improvements now on the land and/or results in the collections of money damages in lieu thereof.

As used in this endorsement, the words "covenants, conditions and restrictions" shall not be deemed to refer to or include any terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in this endorsement, the words "covenants, conditions and restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

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By: _____
Authorized Officer or Licensed Agent

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The Company insures that the presently contemplated construction on the land pursuant to and in strict accordance with [

will not violate the covenants, conditions and restrictions, affecting the title to the land referred to in this Policy, [to wit:]].

A future violation of said covenants, conditions and restrictions will not cause a forfeiture or reversion of title.

As used in this endorsement, the words “covenants, conditions and restrictions” shall not be deemed to refer to or include any terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in this endorsement, the words “covenants, conditions and restrictions” shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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By: _____
Authorized Officer or Licensed Agent

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The Company insures that the covenants, conditions and restrictions affecting title to the land contained in [] are unaccompanied by a right of reverter and have not been violated to the date hereof and that the presently contemplated construction on the land pursuant to and in strict accordance with [

] will not violate said covenants, conditions and restrictions except: [(state nature of violation)

]

As used in this endorsement, the words “covenants, conditions and restrictions” shall not be deemed to refer to or include any terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in this endorsement, the words “covenants, conditions and restrictions” shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

The Company insures against loss occasioned by the enforcement or attempted enforcement of said covenants, conditions and restrictions by litigation which results in preventing the presently contemplated construction or requiring the removal of the whole or any portion of the improvements on the land or proposed to be constructed as defined above and/or collect money damages in lieu thereof.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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The Company insures that the covenants, conditions and restrictions affecting the title to the land contained in
have not been violated and that a future violation thereof will not cause a forfeiture or reversion of title.

As used in this endorsement, the words “covenants, conditions and restrictions” shall not be deemed to refer to or include any terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in this endorsement, the words “covenants, conditions and restrictions” shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

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By: _____
Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

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The Company eliminates from its loan policy the exception reading as follows: [

]

and further insures, except as set forth above, against loss by reason of encroachment, other than by party walls, whether by the building on the land encroaching upon adjacent property or by any building on adjacent property encroaching upon the said land.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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By: _____
Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The Company eliminates from its Policy the exception reading as follows: [

]

and further insures, except as set forth above, against loss by reason of encroachment, other than by party walls, whether by the building on the land encroaching upon adjacent property or by any building on adjacent property encroaching upon the said land.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

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The term "land" as defined in this Policy includes the manufactured housing unit located on the land at Date of Policy.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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By: _____
Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The Company insures against loss or damage sustained or incurred by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage upon the title at Date of Endorsement as a result of the agreement dated _____, recorded _____ ("Modification"); and

2. The lack of priority of the lien of the insured mortgage, at Date of Endorsement, over defects in, or liens or encumbrances on the title, except for those shown in the Policy or any prior endorsement and except: [Specify exceptions, if any]

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

- (a) the Modification being deemed a fraudulent conveyance or fraudulent transfer; or
- (b) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination because of the Modification; or
- (c) the Modification being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The right of subrogation given to the Company under the terms hereof shall not extend to or include any right against any Federal Land Bank Association which may endorse the bond secured by a mortgage in favor of the Federal Land Bank of Baltimore.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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By: _____
Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number
insuring

File Number

as set forth in said Policy.

The said Policy is hereby amended in the following manner:

Company insures against loss or damage by reason of:

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

“Changes in the rate of interest”, as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

The coverage provided by this endorsement shall not extend to loss or damage arising from the failure of the Insured to comply with applicable Federal and/or State statutes or regulations and any amendments thereto concerning mortgages which provide for changes in the rate of interest.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to paragraph 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

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Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

File Number

Company insures against loss or damage by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for interest on interest and/or changes in the rate of interest and/or the addition of unpaid interest to the principal balance of the loan.
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, including any unpaid interest which was added to principal in accordance with the provisions of the insured mortgage, interest on interest and/or interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by said changes in the rate of interest and/or interest on interest and/or increases in the unpaid principal balance of the loan resulting from the addition of unpaid interest.

“Changes in the rate of interest”, as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is subject to neither paragraph 3(d) of the Exclusions From Coverage nor paragraph 8(b) of the Conditions and Stipulations. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

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ENDORSEMENT

Attached to and made a part of Policy Number

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Company insures against loss or damage by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
4. Any charges or assessments provided for in the condominium statutes and condominium documents due and unpaid at Date of Policy.
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 which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

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Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

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The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
2. Any charges or assessments in favor of any association of homeowners which are provided for in any document referred to in Schedule B due and unpaid at Date of Policy.
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 which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

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Authorized Officer or Licensed Agent

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Attached to and made a part of Policy Number

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

The Company insures the Insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or 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 for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

File Number

Company hereby insures the Insured that:

Advances made subsequent to the date of Policy pursuant to the terms of the note and loan agreement, which are secured by the insured mortgage, (hereinafter collectively referred to as "Loan Documents") and which are made while the Insured is without actual knowledge of a default under the Loan Documents by said vestee, shall be included within the coverage of this Policy not to exceed the face amount of said Policy, provided that said vestee is the owner of the estate or interest covered by said Policy at the date of any such advances are made and subject to the limitations hereinafter set forth.

The Company further insures the Insured that such subsequent advances shall have the same priority over liens, encumbrances and other matters disclosed by the Public Records, as do advances secured by the insured mortgage as of date of Policy, except for the following matters, if any, disclosed by the Public Records subsequent to Policy date:

- (a) Federal tax liens if the advances are made more than 45 days after the filing of such a lien in the appropriate office.
- (b) Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of such advances, unless the Insured was under a contractually binding obligation to make the advances under the Loan Documents.
- (c) Bankruptcies affecting the estate of the vestee prior to date of such advances.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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By: _____
Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The Company hereby insures the Insured that:

Advances made subsequent to the Date of Policy pursuant to Act 126 of 1990, 42 PA.C.S.A. Section 8143, et seq. (Open End Mortgages) and to the terms of the loan agreement, which are secured by the Open End Mortgage insured herein, shall be included within the coverage of this Policy not to exceed the face amount of said Policy.

The Company further insures the Insured that the lien of the insured mortgage as it secures such subsequent advances shall have the same priority over liens, encumbrances and other matters disclosed by the Public Records as if such advances had been made as of the Date of Policy, except for the following:

1. Liens, encumbrances or other matters of which the Insured has received written notice pursuant to the Open End Mortgage statute;
2. Liens, encumbrances or other matters, the existence of which are actually known to the Insured prior to date of such advances;
3. Federal tax liens, notice of which is filed prior to the date of such subsequent advances;
4. Advances or principal to the mortgagor made during any period in which a declared default exists under the terms of the insured mortgage; or advances made after the vestee is divested as owner of the estate or interest covered by this Policy;
5. Usury or any consumer credit protection or truth in lending law;
6. Bankruptcies affecting the estate of the vestee prior to the date of such advances.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The Company hereby insures the Insured that:

Advances made subsequent to the Date of Policy pursuant to Act 126 of 1990, 42 PA C.S.A. Section 8143, et seq. to pay toward, or to provide funds to the mortgagor to pay toward all or part of the cost of completing any erection, construction, alteration or repair of any part of the mortgaged premises, the financing of which, in whole or in part, the insured mortgage is given to secure ("Advances"), shall be included within the coverage of the Policy and not to exceed the face amount of the Policy so long as the mortgagor is still the owner of the estate or interest covered by the Policy.

The Company further insures the Insured that the lien of the insured mortgage as it secures Advances shall have the same priority over liens, encumbrances and other matters disclosed by the Public Records as if Advances had been made as of the Date of Policy, except for the following:

1. Federal Tax Liens, notice of which is filed prior to the date of any Advances;
2. Bankruptcies affecting the estate of the mortgagor prior to the date of any Advances;

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

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ENDORSEMENT

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Company insures the insured mortgagee against loss or damage by reason of:

1. The invalidity or unenforceability of the lien of the insured 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 Mortgage Rider.
2. Loss of priority of the lien of the insured 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 on the 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, and encumbrances, or other adverse matters affecting title arising subsequent to Date of Policy.

This endorsement does not insure against loss or damage based upon (a) usury or (b) any consumer credit protection or truth in lending law or (c) bankruptcy.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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Authorized Officer or Licensed Agent

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ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The existence at Date of Policy of any of the following:
 - (a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
 - (b) Unless expressly excepted in Schedule B:
 - (1) Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - (2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides a lien for liquidated damages; (iii) provides for a private charge or assessment; (iv) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (3) Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
 - (4) Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - (5) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the Public Records.
2. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the Insured, provided the violation results in:
 - (a) invalidity, loss of priority, or unenforceability of the lien of the insured mortgage;
or
 - (b) loss of title to the estate or interest in the land if the Insured shall acquire title in satisfaction of the indebtedness secured by the insured mortgage.

3. Damage to existing improvements, including lawns, shrubbery or trees:
 - (a) which are located on or encroach upon that portion of the land subject to any 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;
 - (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
4. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
5. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

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By: _____
Authorized Officer or Licensed Agent

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Attached to and made a part of Policy Number

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The Company insures the Insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:

- (a) Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
- (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
- (c) Any encroachment onto the land of existing improvements located on adjoining land.
- (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the Public Records.

2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The Company insures the Insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - (a) Present violations on the land of any enforceable covenants, conditions or restrictions, or any existing improvements on the land which violate any building setback lines shown on a plat of subdivision recorded or filed in the Public Records.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - (c) Any encroachment of existing improvements located on the land onto adjoining land, or any encroachment onto the land of existing improvements located on adjoining land.
 - (d) Any encroachment of existing improvements located on the land onto that portion of the land subject to any easement excepted in Schedule B.
 - (e) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the Public Records.
2. Damage to existing buildings:
 - (a) Which are located on or encroach upon that portion of the land subject to any 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;
 - (b) Resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.
3. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B.
4. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraphs 1(a) and 4, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The said Policy is hereby amended in the following manner:

The Company hereby insures the insured partnership that this Policy and the coverage provided to the Insured hereunder shall not be deemed to have lapsed, or to have been forfeited, or to have terminated because of the occurrence, subsequent to the Date of Policy, if either of the following events occurs, as long as any amended certificate required has been duly and timely filed pursuant to the laws of the Commonwealth of Pennsylvania and provided that the insured partnership has not been dissolved or discontinued pursuant to the laws of the Commonwealth of Pennsylvania:

- (a) the admission or withdrawal of any individual or entity as a member in the insured partnership, or
- (b) a change in any member's interest in capital or profits of, as a limited or general partner in, the insured partnership.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The said Policy is hereby amended in the following manner:

The Company hereby insures the insured limited liability company (LLC) that this Policy and the coverage provided to the Insured hereunder shall not be deemed to have lapsed, or to have been forfeited, or to have terminated because of the occurrence, subsequent to the Date of Policy, if either of the following events occurs, as long as any amended certificate required has been duly and timely filed pursuant to the laws of the Commonwealth of Pennsylvania and provided that the insured LLC has not been dissolved or discontinued pursuant to the laws of the Commonwealth of Pennsylvania:

- (a) the admission or withdrawal of any individual or entity as a member in the insured LLC, or
- (b) a change in any member's interest in capital or profits of the insured LLC.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The Company hereby agrees with [insert names of incoming partner(s), shareholder(s), or limited liability company member(s)] (the "Incoming Party"), that notwithstanding paragraphs 3(a) and 3(b) of the Exclusions from Coverage to the contrary, in the event of loss or damage insured against under the terms of the Policy, the Company will not deny its liability thereunder to the Insured on the grounds that the Insured had knowledge of any matter solely by reason of notice thereof imputed to it through [insert name(s) of departing and remaining person(s) or entity(ies), i.e. – other than the incoming partner(s), shareholder(s) or limited liability company member(s)] (the "Other Party") by operation of law.

Any loss payment under this endorsement shall be made to the Insured and the Incoming Party, as their interests may appear, and shall be limited to the percentage ownership interest held by the Incoming Party in the Insured at date of Policy. Any payment under this endorsement will reduce the Amount of Insurance remaining under the Policy by the amount of that payment.

Provided, however, that the provisions of this Endorsement shall not apply and the Company shall have no liability to the Other Party, and all rights of the Company, including those of subrogation and indemnity against such Other Party, shall survive and shall not be affected by the issuance of this Endorsement.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY
ENDORSEMENT

Attached to and made a part of Policy Number

File Number

This endorsement is made part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

TIRBOP-PA ENDORSEMENT 1070 (General Endorsement) (03/01/95)
OWNER'S AND/OR LOAN POLICY

BLANK TITLE INSURANCE COMPANY

Residential Mortgage Endorsement Loan Policy - One to Four Family

Attached to and made a part of Policy Number

File Number

The following endorsements have been filed with and approved by the Pennsylvania Insurance Department. The following endorsements, if checked, are hereby incorporated into and made part of the above-referenced Policy.

- TIRBOP - PA Endorsement 810 (ALTA Endorsement 4.1)
(Condominium Endorsement Under Pa. Uniform Condominium Act)
- TIRBOP - PA Endorsement 820 (ALTA Endorsement 5.1)
(Planned Unit Development)
- TIRBOP - PA Endorsement 710 (ALTA Endorsement 6)
(Variable Rate Mortgage)
- TIRBOP - PA Endorsement 710 (ALTA Endorsement 6.2)
(Variable Rate Mortgage/Negative Amortization)
- TIRBOP - PA Endorsement 400 (ALTA Endorsement 7)
(Manufactured Housing Unit)
- TIRBOP - PA Endorsement 900 (ALTA Endorsement 8.1)
(Environmental Protection Lien Endorsement)
- TIRBOP - PA Endorsement 1030 (ALTA Endorsement 9)
(Restrictions, Encroachments, Minerals)
- TIRBOP - PA Endorsement 100
(Restrictions No Apparent Existing Violation)
Company hereby insures that the covenants, conditions and restrictions referred to in this Policy have not been violated and that future violations thereof will not cause a forfeiture or reversion of title.
- TIRBOP - PA Endorsement 300
(Mortgage Survey Exception)
Company eliminates from its Policy exception number(s) _____ and further insures against loss or damage by reason of encroachment other than by party walls, whether by the building on the mortgaged premises encroaching upon adjacent property or by any building on adjacent property encroaching upon the mortgaged premises.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

The provisions of the Conditions and Stipulations of the Policy are amended as follows:

1. DEFINITION OF TERMS

The following terms when used in this Policy mean:

(a) "Insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors, and trustees under inter vivos trusts provided that (1) the insured was (i) the settlor and (ii) a beneficiary of the trust for a term or for life, and (2) at the end of the term the assets of the trust are distributable either to the estate of the settlor or to the beneficiaries of the trust, provided that they are related to the settlor.

This endorsement is made a part of the Policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

This Policy is amended by deleting therefrom Condition and Stipulation Paragraph 13, relating to arbitration.

This Endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

In the event that a defect, lien, encumbrance, or other matter insured against by this Policy results in loss as determined under the Policy which exceeds ten (10%) percent of the Amount of Insurance stated in Schedule A, the amount which the Company shall be liable to pay under the Policy shall be determined without requiring maturity of the indebtedness by acceleration or otherwise and without requiring the Insured to pursue its remedies against other collateral securing the indebtedness.

In the event a loss is determined to exist under the Policy in accordance with the terms of this Endorsement, Company shall be subrogated to the rights, if any, of the Insured at that time (other than maturity of the indebtedness) for any breach of warranty by reason of the defect, lien, encumbrance or other matter insured against. In all other respects, Company agrees that its rights of subrogation shall be subordinate to the rights and remedies which Insured has or may have in accordance with paragraph 10 of the Conditions and Stipulations of the Policy.

This Endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

Paragraph 9(b) of the Conditions and Stipulations of the Policy is amended to provide that the Company, by the issuance of the Policy in an amount which is less than the face amount of the mortgage insured and described in Schedule A, agrees that, if the Insured applies all payments by the mortgagor to the release of security other than the land described in Schedule A, until such time as the aggregate principal indebtedness outstanding is reduced to the amount of this Policy, the amount of coverage afforded under this Policy will not be reduced by such payments.

Any subsequent payments which would have the effect of reducing the indebtedness below the amount of this Policy will concurrently reduce the coverage under this Policy by \$1.00 for each \$1.00 of principal reduction hereafter made.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

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

a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this Policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this Policy.

b. "Lease": the lease agreement described in Schedule A.

c. "Leasehold Estate": the right of possession for the Lease Term.

d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.

e. "Personal Property": chattels located on the land and property which, because of their character and manner of affixation to the land, can be severed from the land without causing appreciable damage to themselves or to the land to which they are affixed.

f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted as a result of a matter covered by this Policy.

g. "Tenant Leasehold Improvements": Those improvements, including landscaping, required or permitted to be built on the land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. The provisions of subsection (b) of Section 7 of the Conditions and Stipulations shall not apply to any Leasehold Estate covered by this Policy.

3. Valuation of Estate or Interest Insured

If, in computing loss or damage, it becomes necessary to value the estates or interests of the Insured as the result of a covered matter that results in an Eviction, then 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 insured claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

4. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss, if applicable, shall be included in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the estates or interests insured by this Policy.

a. The reasonable cost of removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the land at the time of Eviction, the cost of transportation

of that Personal Property for the initial one hundred miles incurred in connection with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.

b. Rent or damages for use and occupancy of the land prior to the Eviction which the Insured as owner of the Leasehold Estate is 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 Insured 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 Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

e. Damages that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction

f. Reasonable costs incurred by the Insured to secure a replacement leasehold 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 Insured, 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 fees, construction management fees, costs of environmental testing and reviews, landscaping costs and fees, costs and interest on loans for the acquisition and construction.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

BLANK TITLE INSURANCE COMPANY

ENDORSEMENT

Attached to and made a part of Policy Number

File Number

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

a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this Policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case, as a result of a matter covered by this Policy.

b. "Lease": the lease agreement described in Schedule A.

c. "Leasehold Estate": the right of possession for the Lease Term.

d. "Lease Term": the duration of the Leasehold Estate, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.

e. "Personal Property": chattels located on the land and property which, because of their character and manner of affixation to the land, can be severed from the land without causing appreciable damage to themselves or to the land to which they are affixed.

f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted as a result of a matter covered by this Policy.

g. "Tenant": the tenant under the Lease and, after acquisition of all or any part of the estate or interest in the land described in Schedule A in accordance with the provisions of Section 2(a) of the Conditions and Stipulations of this Policy, the insured claimant.

h. "Tenant Leasehold Improvements": Those improvements, including landscaping, required or permitted to be built on the land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured

If, in computing loss or damage, it becomes necessary to value the estates or interests insured by this Policy as the result of a covered matter that results in an Eviction of the Tenant, then that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The insured claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured acquires all or any part of the estate or interest in the land described in Schedule A in accordance with the provisions of Section 2(a) of the Conditions and Stipulations of this Policy and thereafter is Evicted, the following items of loss, if applicable, shall be included in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the estates or interests insured by this Policy.

a. The reasonable cost of removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the land at the time of Eviction, the cost of transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, and the reasonable cost of repairing the Personal Property damaged by reason of the removal and relocation.

b. Rent or damages for use and occupancy of the land prior to the Eviction which the Insured 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 Insured 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 Insured has been Evicted.

d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease made by Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.

e. Damages that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease made by the Tenant as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements caused by the Eviction

f. Reasonable costs incurred by the Insured to secure a replacement leasehold 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 Insured, 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 fees, construction management fees, costs of environmental testing and reviews, and landscaping costs.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any prior endorsements, nor does it extend the effective date of the Policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

Blank Title Insurance Company

Re: Closing Service Letter
* Issuing Agent or Approved Attorney:
* Binder or Commitment No:
Premises:

Dear Customer:

When title insurance of Blank Title Insurance Company (the Company) is specified for your protection in connection with the closing of the above described real estate transaction (the Closing) in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with the Closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) or the above named Approved Attorney (an attorney upon whose certification of title the Company issues title insurance) and when such loss arises out of:

1. Failure of the Issuing Agent or Approved Attorney to comply with your written closing instructions to the extent that they relate to (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud or misapplication of the Issuing Agent or Approved Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Approved Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or the Approved Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a

* Must be completed for this Letter to be effective.

title insurance binder, commitment or policy of the Company.

* Must be completed for this Letter to be effective.

- B. If the Closing is to be conducted by an Approved Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Approved Attorney.
- C. Should the Company reimburse you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with the Closing by an Issuing Agent or Approved Attorney shall be limited solely to the protection provided by this letter.
- E. Liability under this letter is limited to the amount of the policy of title insurance to be issued, and any payment of loss under this letter shall constitute a payment under the policy.
- F. Claims shall be made promptly to the Company at its office at _____. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.
- G. The Company shall not be liable hereunder unless notice of claim in writing is received by the Company within one year from the date of the Closing.
- H. This letter does not appoint the above named Approved Attorney, if any, as an agent of the Company.
- I. The scope and effect of this Letter is limited to a single transaction, which is the Closing on the commitment or binder referenced in the caption.

Blank Title Insurance Company

By: _____

NOTICE AND WAIVER OF OWNER'S TITLE INSURANCE

RE NO.

PREMISES:

Pursuant to the requirement of the Pennsylvania Insurance Department, notice is hereby given that a mortgagee's title insurance policy is to be issued to your mortgage lender and that such policy does not afford title insurance protection to you in the event of a defect in the title to the real estate which you are acquiring (including but not limited to unpaid bills for labor and material, forgeries, missing heirs, unpaid taxes, etc.). You are hereby advised of your right and opportunity to obtain an owner's title insurance policy in your favor for the amount of your purchase price (or the amount of your purchase price, plus the cost of any improvements which you anticipate making).

The said requirement directs that you sign the statement below if you do not wish to purchase this protection.

BLANK TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Licensed Agent

This is to certify that the foregoing notice of right to purchase an owner's title insurance policy for the protection of the undersigned purchaser has been received and the undersigned purchaser hereby waives such right. It is understood and agreed that Blank Title Insurance Company and its Agent shall have no responsibility to the undersigned purchaser for the status of the title to the real estate being acquired or for any loss by reason of a complete or partial failure of title, and without limiting the foregoing, unmarketability of the title, the lack of the right of access to and from the real estate, and any liens, defects or encumbrances affecting said real estate.

Dated: _____

Purchaser's Signature

Dated: _____

Purchaser's Signature