

ENDORSEMENT  
Attached to Policy No.  
Issued by  
BLANK TITLE INSURANCE COMPANY

Upon the representation and assurance by the Insured, that the Insured has made an additional advance to \_\_\_\_\_ in the sum of \$\_\_\_\_\_, evidenced by a promissory note for that amount delivered pursuant to a \_\_\_\_\_, "Modification and Additional Advance Agreement" executed by said parties, dated \_\_\_\_\_, recorded \_\_\_\_\_ which is secured by the Insured Mortgage, the Company hereby insures that by such Modification and Additional Advance Agreement, the Insured Mortgage or the Indebtedness has been modified and further insures against loss sustained by reason of

- (1) Title being vested at the date of this endorsement other than as shown in Schedule A except as affected by the following matters:
- (2) Priority over the Insured Mortgage as modified by said Modification and Additional Advance Agreement, insofar as the same secures the Indebtedness and the additional advance, of any lien or encumbrance existing at the date of this endorsement which is not shown or referred to in Schedule B as prior to the Insured Mortgage nor excluded from coverage in the Schedules, Conditions or Exclusions from Coverage, except as affected by the following matters:
- (3) Any reconveyance, full or partial, or modification (except for said Modification and Additional Advance Agreement) or subordination of the Insured Mortgage shown by the Public Records at the date of this endorsement, except for the following matters:

No coverage is given by this endorsement for any claim, which arises out of the transaction evidenced by the Modification and Additional Advance Agreement, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:

- (a) such transaction being deemed a fraudulent conveyance or fraudulent transfer; or

- (b) such transaction being deemed a preferential transfer except where the preferential transfer results from the failure:
  - (i) to timely record the Modification and Additional Advance Agreement;  
or
  - (ii) of such recordation to impart notice to a purchaser for value or to a judgment or lien creditor.

The Amount of Insurance is increased by the amount of the additional advance.

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

BLANK TITLE INSURANCE COMPANY

Date:

By \_\_\_\_\_

CLTA Form 110.10-06 (03-09-07)  
ALTA – Lender