

**TEXAS RESIDENTIAL LIMITED COVERAGE JUNIOR LOAN POLICY  
HOME EQUITY LINE OF CREDIT/VARIABLE RATE ENDORSEMENT T-46**

Attached to and made a part of Blank Title Insurance Company  
Texas Residential Limited Coverage Junior Loan Policy No. \_\_\_\_\_ (herein the "Policy")

Issued By

BLANK TITLE INSURANCE COMPANY

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

A. Subject to the provisions of paragraph B below and provided that the Insured's Mortgage creates a lien on the land, and the Texas Residential Limited Coverage Junior Loan Policy Down Date Endorsement (Form T-45) has been issued and describes the Insured's Mortgage in Paragraph B thereof, and with respect to subparagraph A.(3) below the Insured's Mortgage states that it secures a home equity line of credit, the Company hereby insures against loss or damage which the Insured shall sustain by reason of:

- (1) The invalidity or unenforceability of the lien of the Insured's Mortgage resulting from the provisions of the Insured's Mortgage which provide for changes in the rate of interest.
- (2) Loss of priority of the lien of the Insured's Mortgage resulting from changes in the rate of interest calculated in accordance with the formula provided in the Insured's Mortgage at the date it is recorded in the public records.
- (3) The failure of the lien for the home equity line of credit described in the Insured's mortgage to have the same priority over liens, encumbrances, and other matters disclosed by the public records as advances secured by the Insured's mortgage at the date of its recording, except as to (i) bankruptcies affecting the estate or interest described on the Combined Schedule prior to the date of any advance or disbursement; and (ii) taxes, costs, charges, damages and other obligations to the government secured by statutory liens arising or recorded subsequent to Date of Policy stated in the Combined Schedule.

B. This Endorsement does not insure:

- (1) That the Grantee owns the land nor that the Insured's Mortgage creates a lien on the land, nor the validity, enforceability, or priority of the lien of the Insured's Mortgage, except to the extent expressly stated; or
- (2) Against loss or damage resulting from (i), usury, (ii) any consumer credit protection law (including, but not limited to Subsections (a)(6), (g), and (t) of Section 50, Article XVI, Texas Constitution, and any statutory or regulatory requirements pursuant thereto) or truth in lending law, or (iii) bankruptcy or insolvency proceedings of the Borrower; or
- (3) Against standby fees, taxes and assessments by any taxing authority.

This Endorsement, when countersigned below by an Authorized Countersignature, is made a part of the policy. This Endorsement is subject to the Exceptions in the policy and Items set forth as exceptions in any prior Endorsements. Except as expressly modified by the provisions hereof, this Endorsement is also subject to the following Policy matters: (i) Insuring Provisions; (ii) Exclusions From Coverage; and (iii) the Conditions and Stipulations. Except as stated herein, this Endorsement does not: (i) extend the effective date of the policy and/or any prior Endorsements; (ii) increase the face amount of the policy; or (iii) modify any of the provisions of the Combined Schedule of the policy.

[Witness Clause]

**BLANK TITLE INSURANCE COMPANY**

BY: \_\_\_\_\_

AUTHORIZED SIGNATORY