

TEXAS REVERSE MORTGAGE ENDORSEMENT (Form T-43)

Attached to and made a part of

_____ TITLE INSURANCE COMPANY

Loan Policy No. _____,

dated the _____ day of _____, 20_____.

Issued by

_____ TITLE INSURANCE COMPANY

Notwithstanding anything to the contrary contained in this policy, the following terms and provisions shall control and apply:

1. This policy insures only up to, and liability hereunder is limited to, the amount of proceeds of the loan secured by the lien instrument set forth under Schedule A hereof actually disbursed as of the date of this policy, but increases as each subsequent advance or disbursement of loan proceeds is made from time to time and as unpaid interest accrues on loan proceeds, so that any loss payable hereunder shall be limited to the amount of unpaid accrued interest and aggregate amount of loan proceeds actually disbursed and outstanding at the time a loss occurs hereunder; provided that in no event shall the liability of the Company hereunder exceed the face amount of this policy.
2. The Company insures the Insured that any disbursements of such loan proceeds made subsequent to the date of this policy shall be deemed to have been made as of the date of this policy and such disbursements and accrued interest shall have the same priority as any advances made as of the date of this policy, except as to (i) bankruptcies affecting the estate or interest described on Schedule A hereof prior to the date of any such advance or disbursement; and (ii) taxes, costs, charges, damages and other obligations to the government secured by statutory liens arising or recorded subsequent to the date of the policy.
3. Notwithstanding the provisions of paragraph 5 of the Exclusions from Coverage set out in the main policy entitled Loan Policy of Title Insurance relating to consumer credit protection laws, the Company insures the Insured against loss, if any, sustained by the Insured under the terms of the policy because of invalidity or unenforceability of the lien of the insured mortgage by reason of: (i) the failure of the insured mortgage to be created under a written agreement with the consent of each owner of the estate or interest described in Schedule A and each owner's spouse, as set forth in Subsection (k)(1) of Section 50, Article XVI, Texas Constitution; (ii) the failure of the extension of credit secured by the insured mortgage to be made to a person who is or whose spouse is 62 years or older, as set forth in Subsection (k)(2) of Section 50, Article XVI, Texas Constitution; (iii) the failure of the written document purporting to be made pursuant to Subsection (k)(8) of Section 50, Article XVI, Texas Constitution to be executed by the owner on the date that the insured mortgage and promissory note secured thereby are executed by the owner, provided that the Company does not insure that the written document complies with Subsection (k)(8) of Section 50, Article XVI, Texas Constitution; or (iv) the failure of the Company or its Title Insurance Agent to furnish the owner with a copy of the written notice purporting to be made pursuant to Subsection (k)(9) of Section 50, Article XVI, Texas Constitution on the date that the owner executed the insured mortgage and the promissory note secured thereby, provided that the Company does not insure that the written document complies with Subsection (k)(9) of Section 50, Article XVI, Texas Constitution.
4. The Company does not insure against loss or damage based on (a) usury; or (b) any consumer credit protection or truth-in-lending law and/or violation of Subsections (k)(3), (k)(4), (k)(5), (k)(6), (k)(7), (k)(8), (k)(9), (k)(10), (k)(11), (m), or (p) of Section 50, Article XVI, Texas Constitution and any regulatory or statutory requirements for a mortgage made pursuant to Subsection (a)(7) of Section 50, Article XVI, Texas Constitution except as expressly provided in paragraph 3 of this endorsement; or (c) costs, expenses or attorney's fees required to obtain a determination of the amount of interest or indebtedness.

For purposes of this endorsement, "interest" means interest, compound interest, interest on interest, interest calculated at a rate that varies from time to time in accordance with the provisions of the insured mortgage, and interest contingent on the appreciation in the fair market value of the land charged in accordance with the terms of the insured mortgage. In this endorsement, the term "owner" refers to each owner described in Schedule A of

this Loan Policy. This endorsement does not represent or insure that a Title Insurance Agent of the Company is the agent of the Company other than for issuance of title insurance policies, as provided by applicable law.

This endorsement when countersigned below by an Authorized Countersignature is made a part of said policy. Except as expressly modified by the provisions hereof, this endorsement is subject to the following policy matters: (i) Insuring Provisions; (ii) Exclusions from Coverage; (iii) Schedule B Exceptions (iv) the Conditions and Stipulations; and (v) any prior endorsements. Except as stated herein, this endorsement does not: (i) extend the effective date of the policy and/or any prior endorsements; or, (ii) increase the face amount of the policy.

Authorized Countersignature

(Printed Name of Title Insurance Company)

By: _____

(Signature)

Title: President

Printed Name: _____

(ATTEST IS OPTIONAL)

(Printed Name of Title Insurance Agent or
Direct Operation)

By: _____

(Signature)

Title: _____

Printed Name: _____

(ATTEST IS OPTIONAL)