

Welcome

Program Material

See material link in your reminder email.

Ask Questions During the Program

Select the **Q&A** menu at bottom, type your question, and click **Send**.

Problems?

We're here to assist.

Call **800.252.0402**; press "0" for the operator.



Advocus
University



Surveys & Endorsements

Date 4.11.2024

Presented by:

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Senior Underwriting Attorney
Advocus National Title Insurance Company
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Underwriting Attorney
Advocus National Title Insurance Company
- **Arden Miner**
Vice President – Compliance Counsel
Advocus National Title Insurance Company



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Surveys

- The contract will dictate whether a survey is required.
- Counsel should review and negotiate this in the contract or during attorney review.

Survey

- **When is a survey not required?**
 - In transactions where:
 - The seller and buyer are family members, know the property well, and extended coverage is not required; or
 - The buyer is a tenant and doesn't require extended coverage.

Survey

- A survey is not required to close, but it is required to waive Standard Exceptions 1, 2, & 3 on the title commitment and give extended coverage.
- Condo units do not require surveys because the survey is recorded with the Condominium Declaration.

The Commitment

Waiving Standard Exceptions

1. Rights or claims: waived with a survey and Alta Statement;
2. Encroachments: waived with a survey;
3. Easements: waived with a survey;
4. Liens: waived with an Alta Statement;
5. Taxes: waived with an Alta Statement.

The Commitment

- **Schedule B, Part II - Exceptions**
 - Standard Exceptions –Waived by Survey and Alta Statement
 - ❑ 1. Rights or claims of parties in possession not shown by the Public Records.

The Commitment

- **Schedule B, Part II - Exceptions**
 - Standard Exceptions –Waived by Survey
 - ❑ 2. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey.
 - ❑ 3. Easements, or claims of easements, not shown by the Public Records.

The Commitment

- **Schedule B, Part II – Exceptions, Cont.**
- Standard Exceptions – Waived by Alta Statement
 - ❑ 4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records; and
 - ❑ 5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Surveys

Surveys

There are three types of surveys:

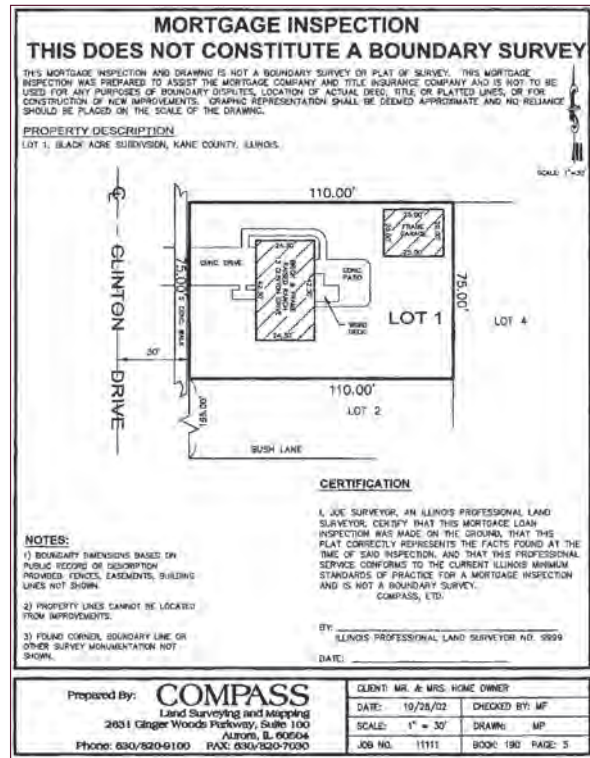
- Mortgage Inspection;
- Boundary Survey;
- ALTA/NSPS Certified Survey.
 - American Land Title Association.

Mortgage Inspection Survey

Mortgage inspections are:

- *Not* true surveys.
- Not required to show encroachments over boundary lines or easements, building line violations, or visible utilities.
- Designed to provide the lender with substantial proof that there are improvements on the property.
- Not used to give extended coverage.

- Mortgage Inspection



Back to Basics, Part 5

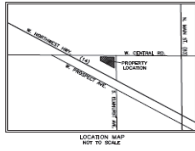
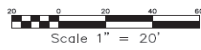
Boundary Surveys

Boundary Surveys:

- Require more precision and detail than Mortgage Inspection.
- They illustrate the boundary of property and contain reference points relating to adjoining property or rights of way.
- Show evidence of possession within 3 feet of boundary lines.
- Easements, building lines, and other items are disclosed and delineated on the survey.
- Can also be a staked survey, which physically shows the boundary of the property.

Back to Basics, Part 5

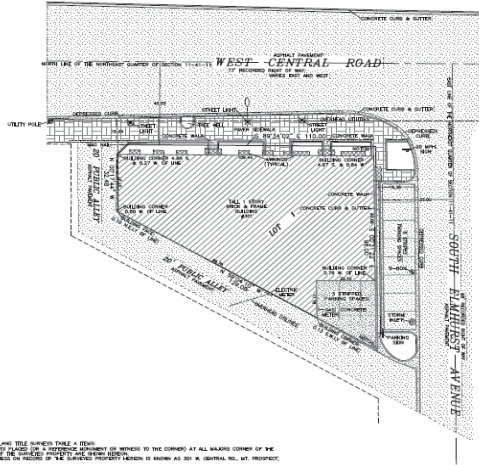
ALTA/NSPS SURVEY



ALTA/NSPS LAND TITLE SURVEY

LEGAL DESCRIPTION:
Lot 10, Block 10, Subdivision 10, of the 10th Street Addition of the City of St. Louis, Missouri, as shown on the plat of the Survey, and hereinafter being the same as shown on the plat of the Survey.

TAO Land Surveyors, Inc.
P.O. Box 100, St. Louis, MO 63101
www.taoland.com



- LEGEND**
- B-SIX
 - STORM MANHOLE
 - ▭ UTILITY POLE
 - ⊕ STREET LIGHT
 - STREET LIGHT WITH ARM
 - ~ REAR YARD
 - CONCRETE CURB
 - CONCRETE CURB & GUTTER

ALTA/NSPS LAND TITLE SURVEYS TAKE A FEW...
1. CONCRETE CURB AND GUTTER...
2. THE SPREAD AREA OF THE PROPERTY...
3. THE CENTRAL PORTION OF THE...
4. THE SURVEYOR SHALL...
5. THE SURVEYOR SHALL...
6. THE SURVEYOR SHALL...
7. THE SURVEYOR SHALL...
8. THE SURVEYOR SHALL...
9. THE SURVEYOR SHALL...
10. THE SURVEYOR SHALL...

THIS SURVEY IS BASED ON THE...
STATE OF MISSOURI...
COUNTY OF KANE...
THIS IS TO CERTIFY THAT THE...
DATE OF THIS SURVEY...
DATE OF THIS SURVEY...



Surveys

What to look for when reviewing a survey:

- Residential Surveys
 - Current date (within last six months);
 - Legal Description – compare with title & deed;
 - Point of beginning;
 - North arrow;
 - Scale and Legend of symbols;
 - Platted easements and building lines;

What to Look for When Reviewing a Survey – Cont.

- **Residential Surveys:**
 - Address;
 - Character of improvements;
 - Encroachments.
 - Driveways or paths;
 - Access to road;
 - Certification and seal of surveyor;

Back to Basics, Part 5

Surveyor Certification

STATE OF ILLINOIS
COUNTY OF DUPAGE

WE, PI SURVEYING PLLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM DO
HEREBY CERTIFY THAT THE SURVEY WAS MADE UNDER ITS SUPERVISION
ON THE GROUND AND THE PLAT HEREON DRAWN IS A REPRESENTATION
OF SAME. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEY.

DATED AT OAK BROOK, ILLINOIS THIS 2nd DAY OF APRIL, 2024.

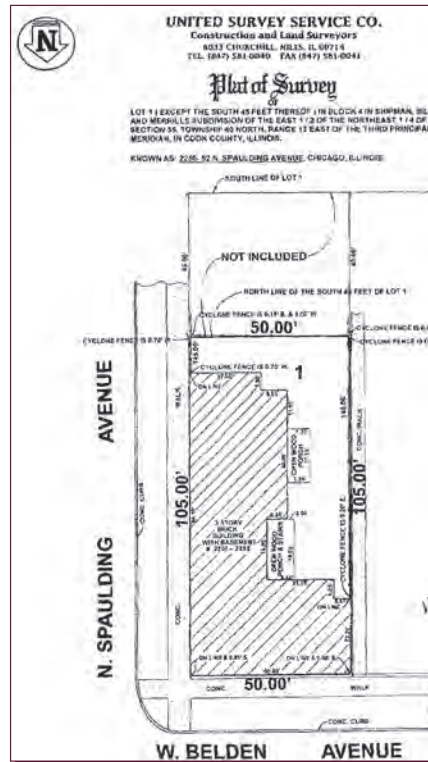
BY: 

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035.003501
LICENSE EXPIRES 11/30/2024

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184.008811-0008

Back to Basics, Part 5

■ Plat of Survey



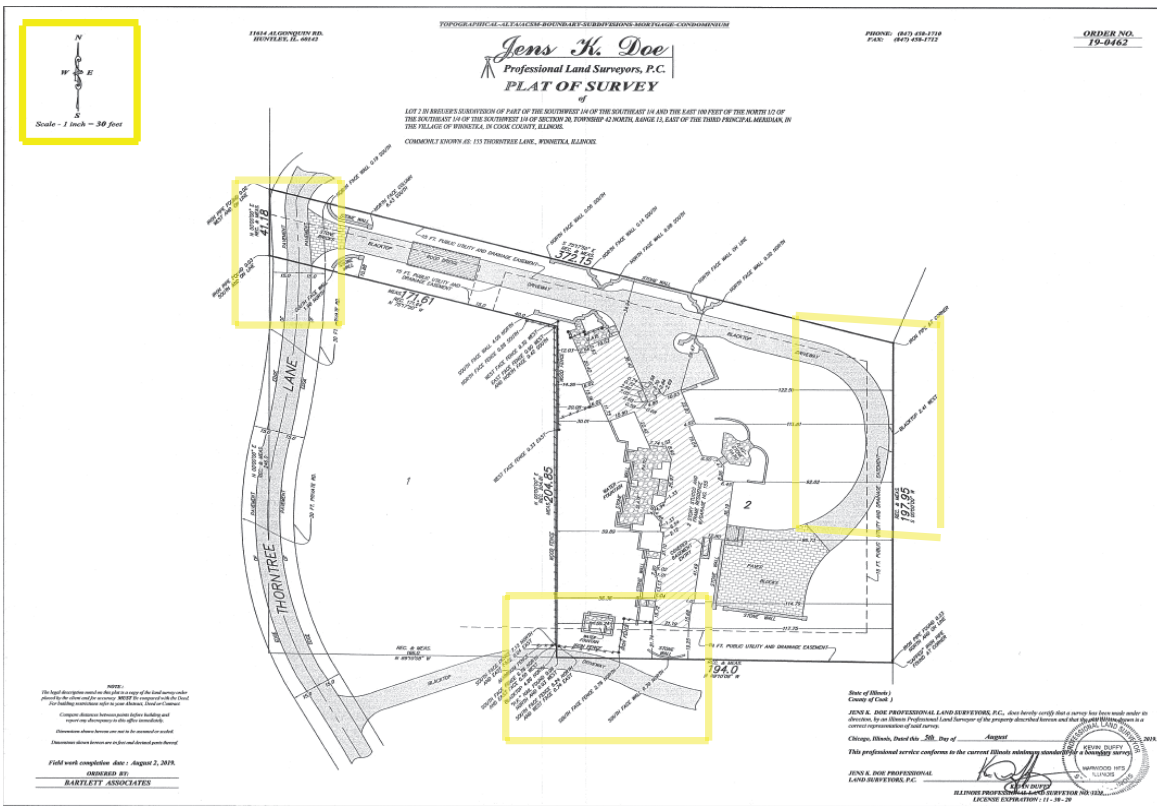
Back to Basics, Part 5

Survey Review

Encroachments:

- You must inspect the survey for:
 - Adverse encroachments;
 - Encroachments of structures onto public utility easements;
 - Encroachments of structures onto neighboring property;
 - Encroachments onto alley or public property; and
 - Violations of building lines.

Back to Basics, Part 5



Insuring Encroachments

Encroachment Factors to Consider:

- Size: 2 feet or 2 inches?
- Nature: Fence or House?
- Where: Easement, Lot Line, or Building Line?
- Time: 2 years or 20 years?

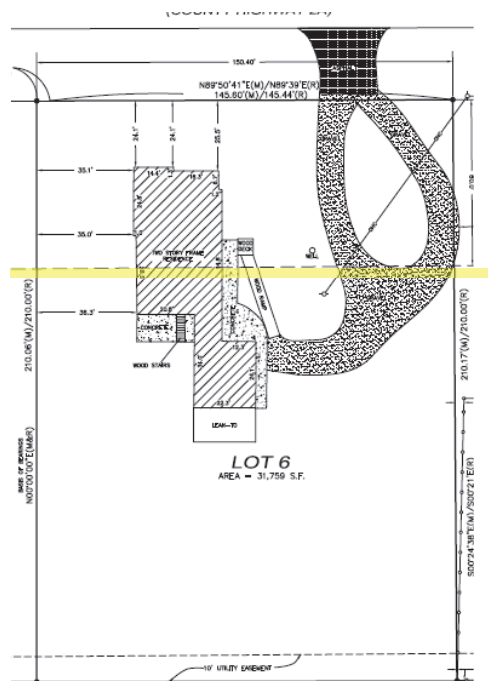
Building Line Violations

Advocus title agents are authorized to insure over encroachments (vertical improvements) for both Loan Policies and Owner Policies if:

- The violation is less than 20% of the required setback
 - (30 ft x 20% = 6 ft); and
- The violation has existed for at least 5 years.

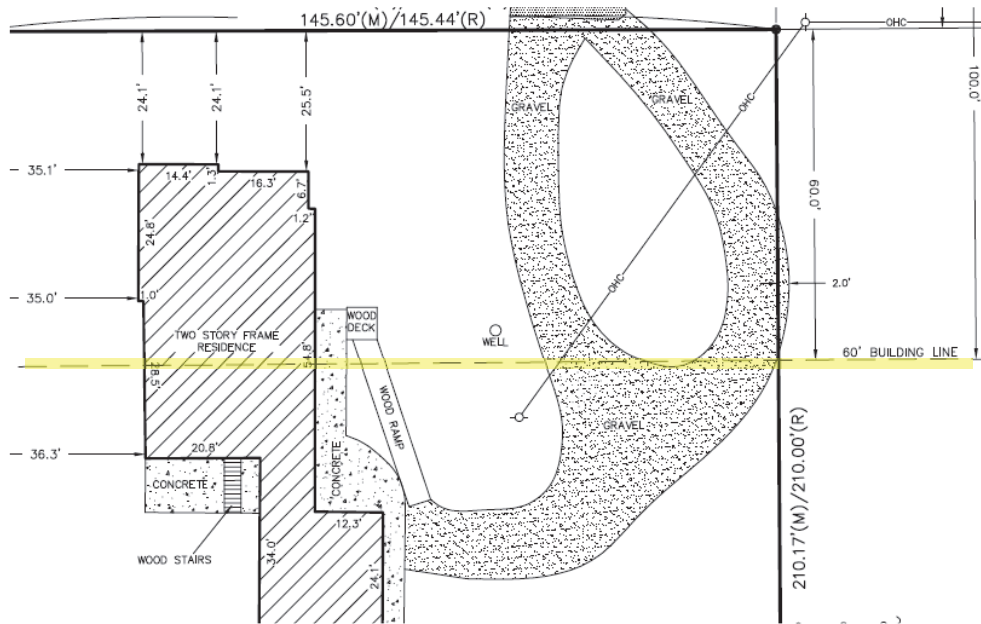
Back to Basics, Part 5

Building Line Violation



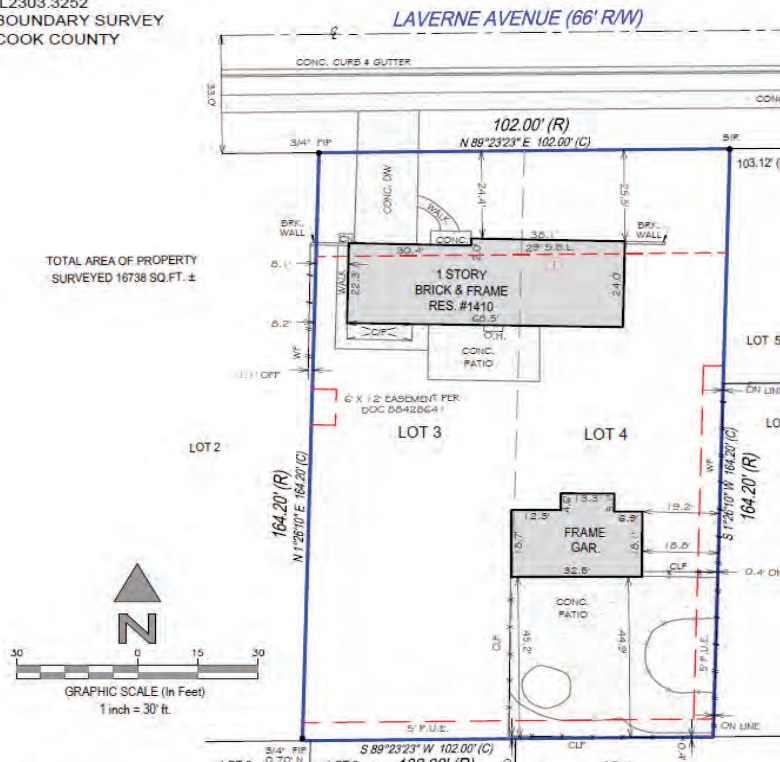
Back to Basics, Part 5

Building Line Violation

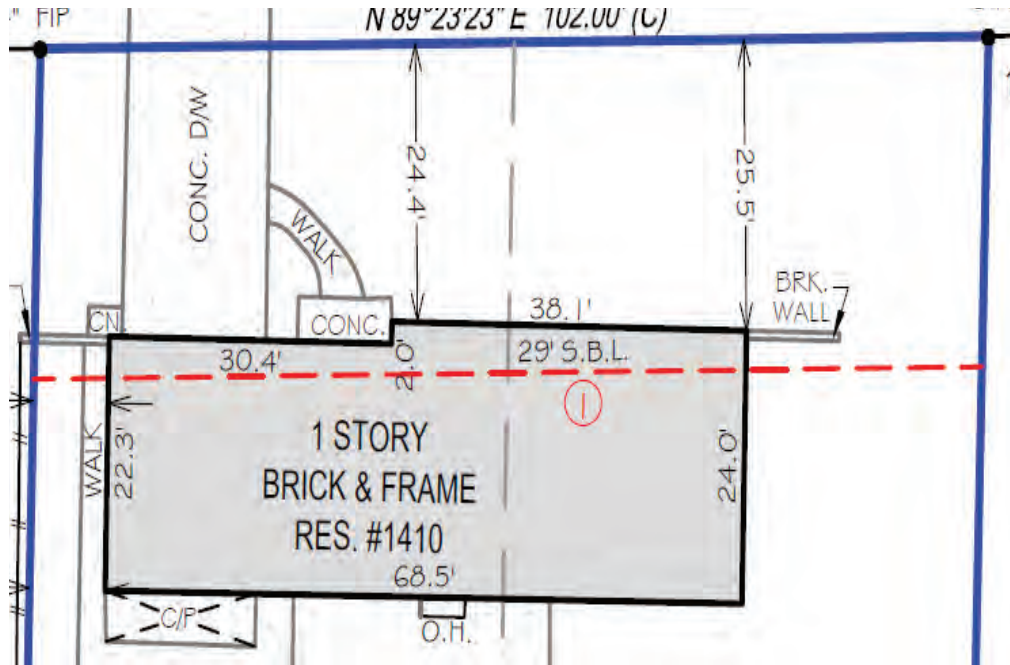


Back to Basics, Part 5

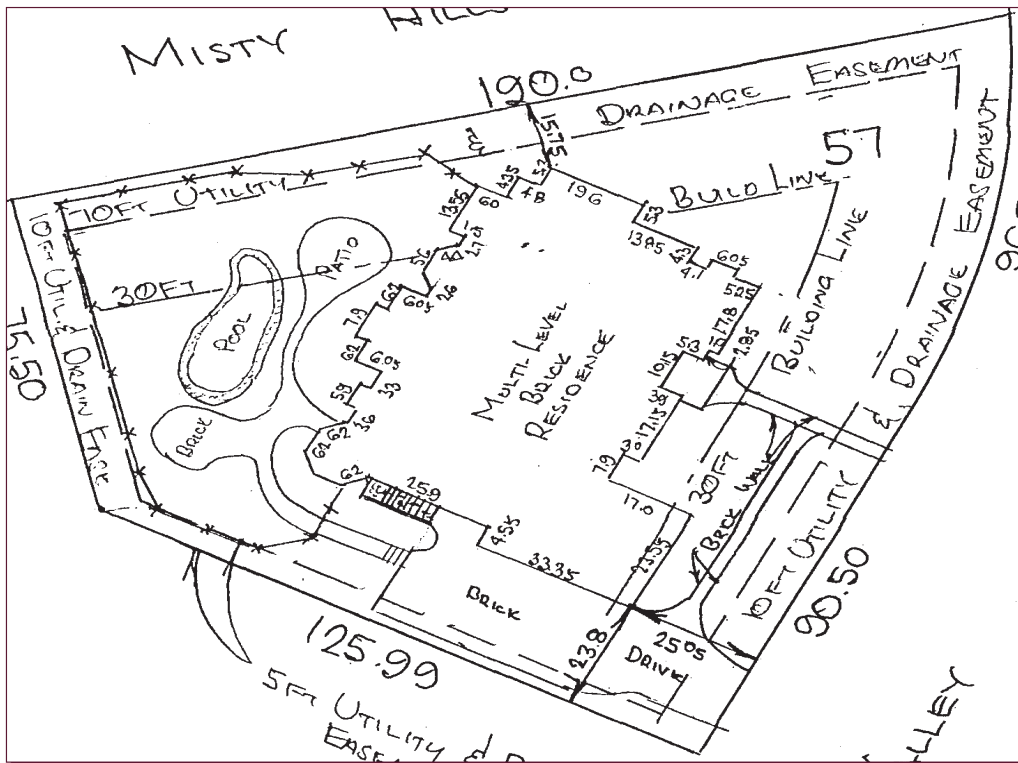
IL2303.3252
BOUNDARY SURVEY
COOK COUNTY



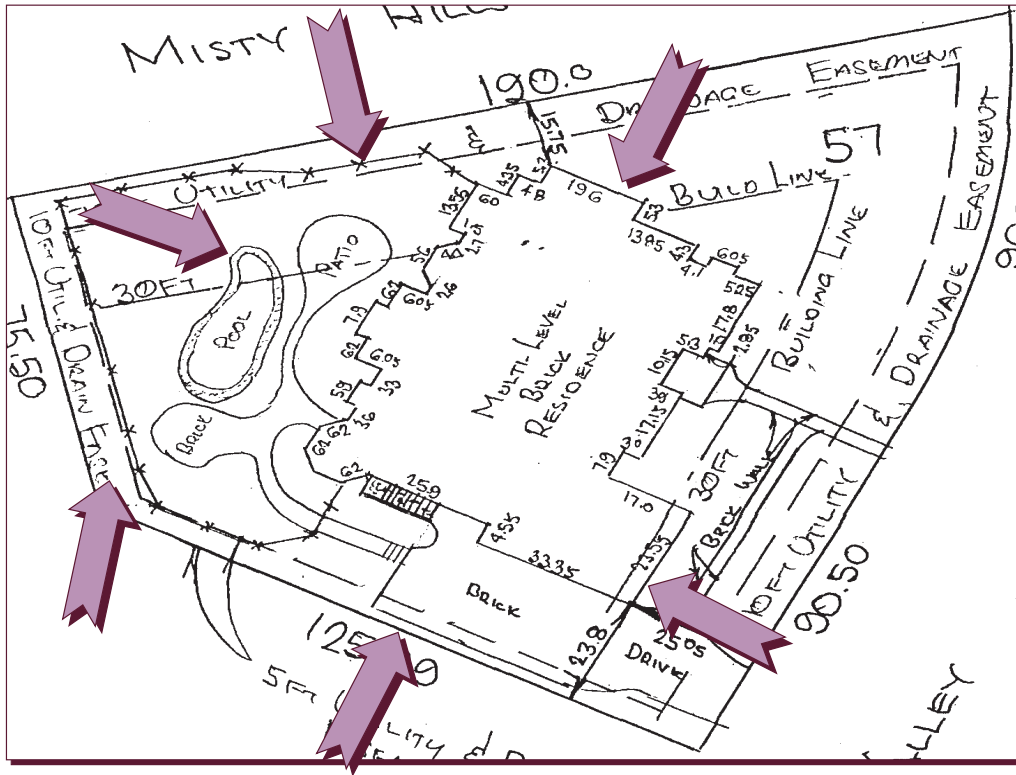
Back to Basics, Part 5



Back to Basics, Part 5



Back to Basics, Part 5



Back to Basics, Part 5

Building Line Violations

To Raise an Exception for a Building Line Violation:

- Violation of the Westerly 25-foot building line by the brick and frame house located on the West end of the subject property by .07 feet Westerly as disclosed by a survey prepared by *, and dated *, as Order No. *.

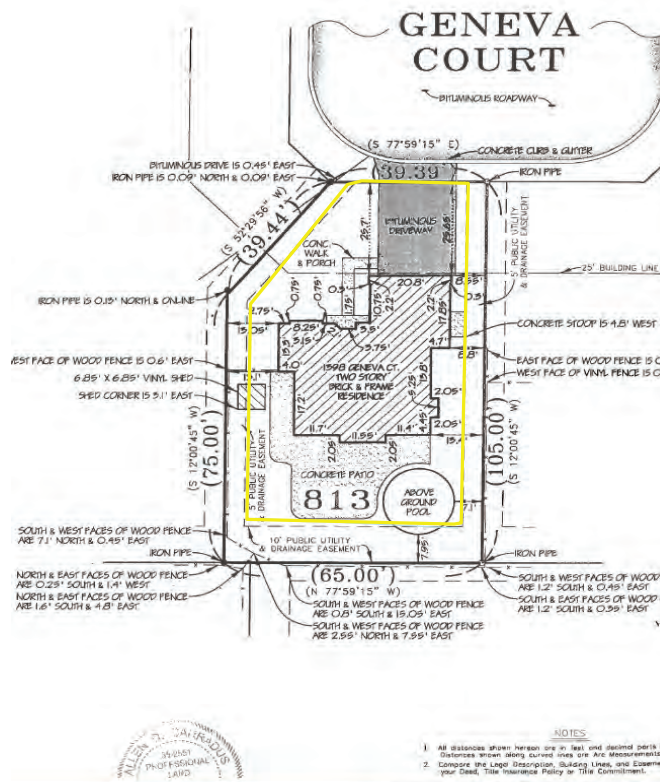
Back to Basics, Part 5

Encroachments onto Public Utility Easements

Advocus title agents are authorized to insure encroachments by permanent improvements into public utility easements if:

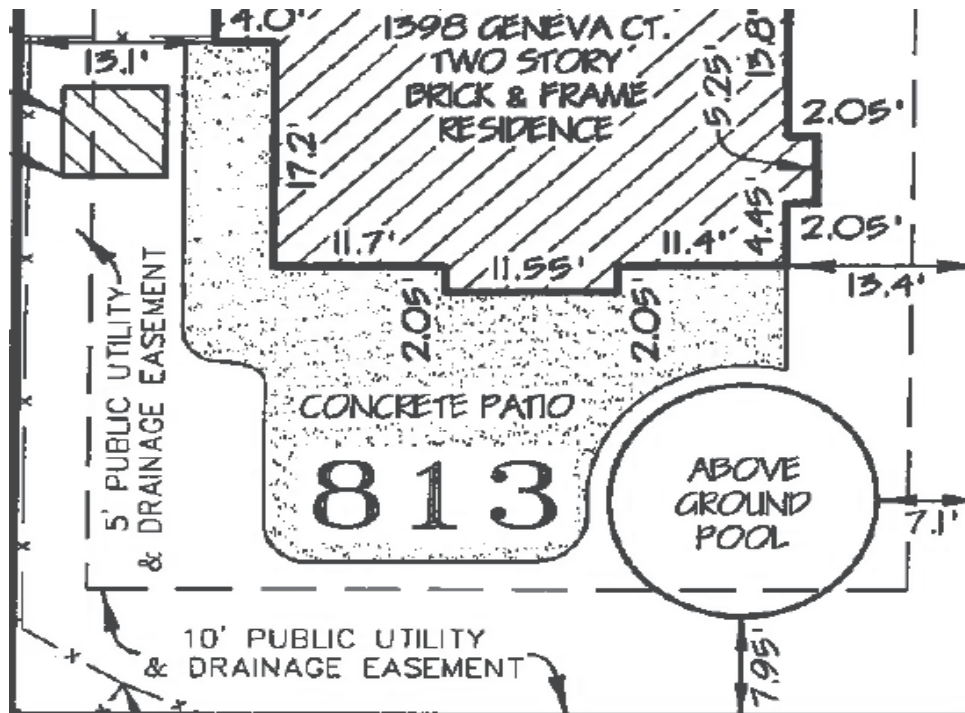
- The encroachment is 1 foot or less; and
- It has existed for at least 5 years

Back to Basics, Part 5



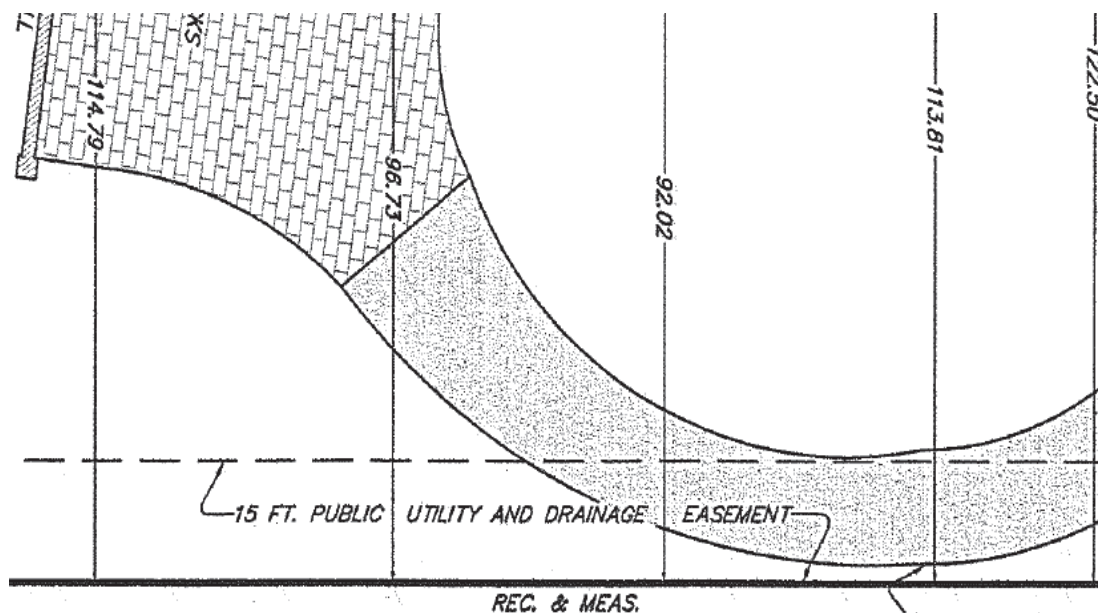
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Shed and Pool in Easements



Back to Basics, Part 5

Public Utility and Drainage Easement



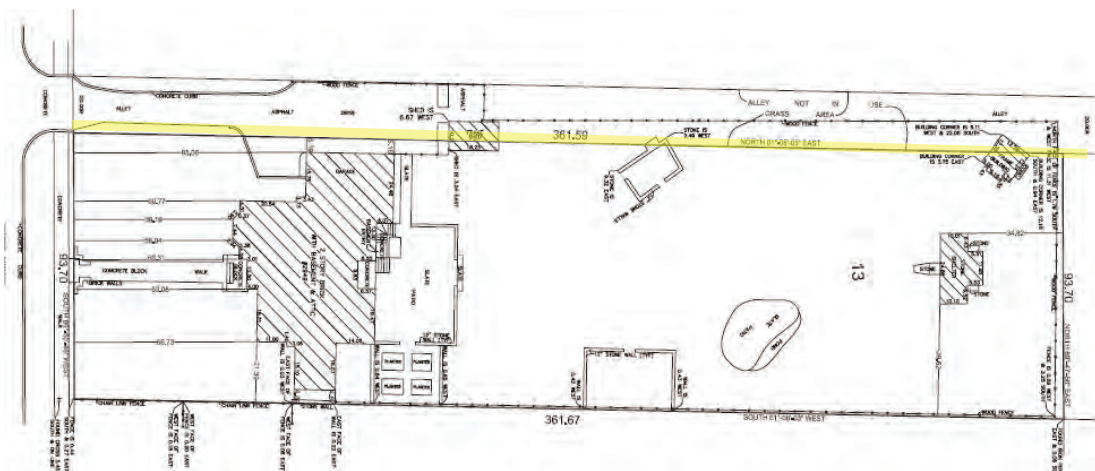
Back to Basics, Part 5

Encroachments onto Public Property

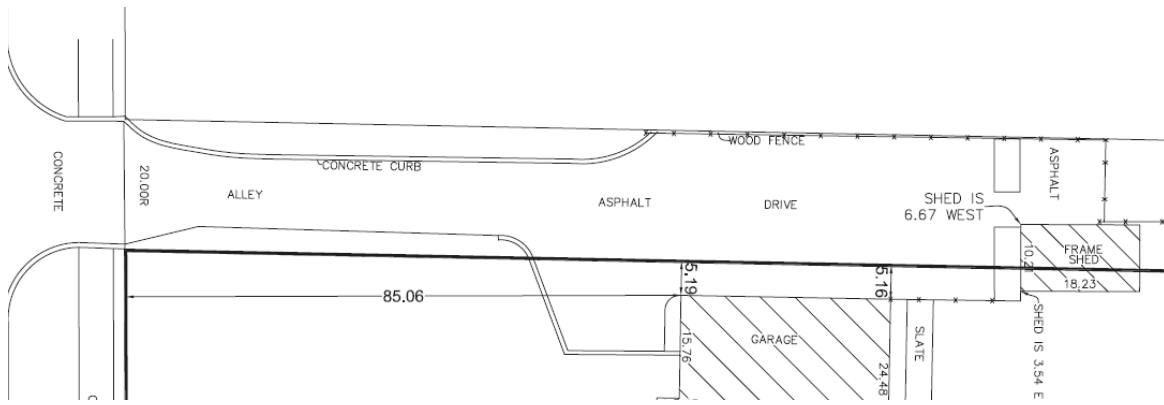
- A title company will (almost) never insure an encroachment onto public property for the Owner's Policy.
- This rule does not apply to the Loan Policy.
- Mere non-use does not convert an alley to private property. It must be vacated by a vacation ordinance.

Back to Basics, Part 5

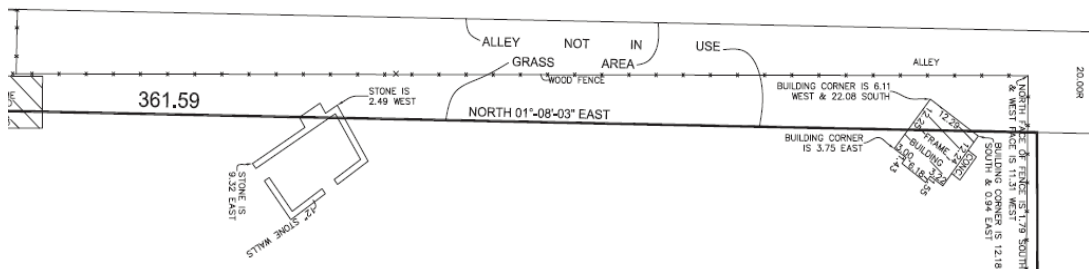
Encroachments onto Public Property



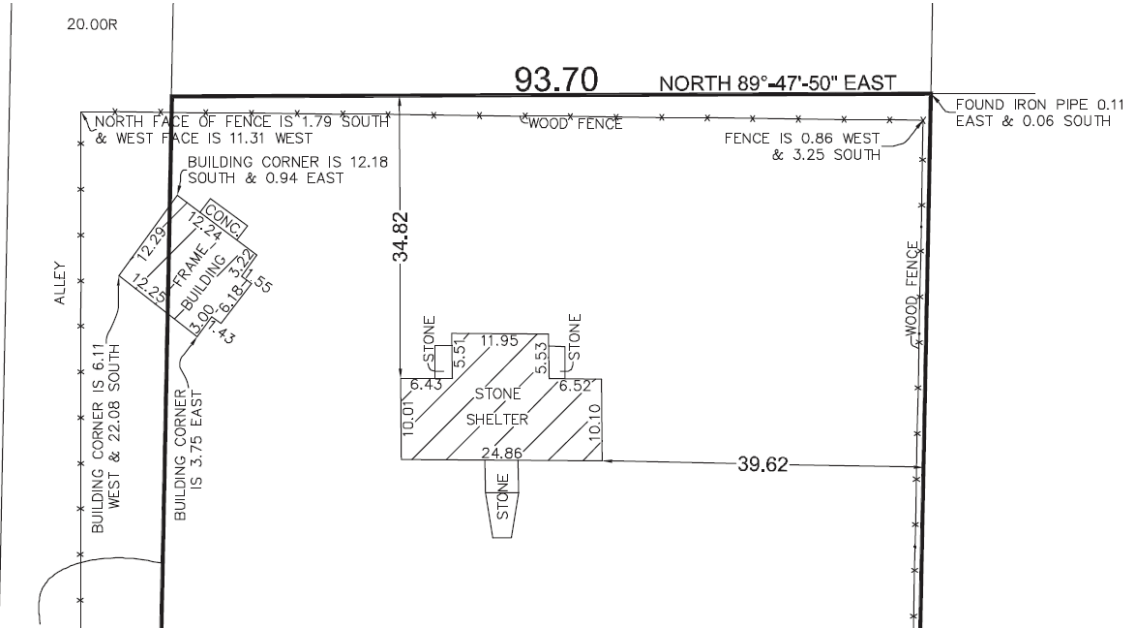
Back to Basics, Part 5



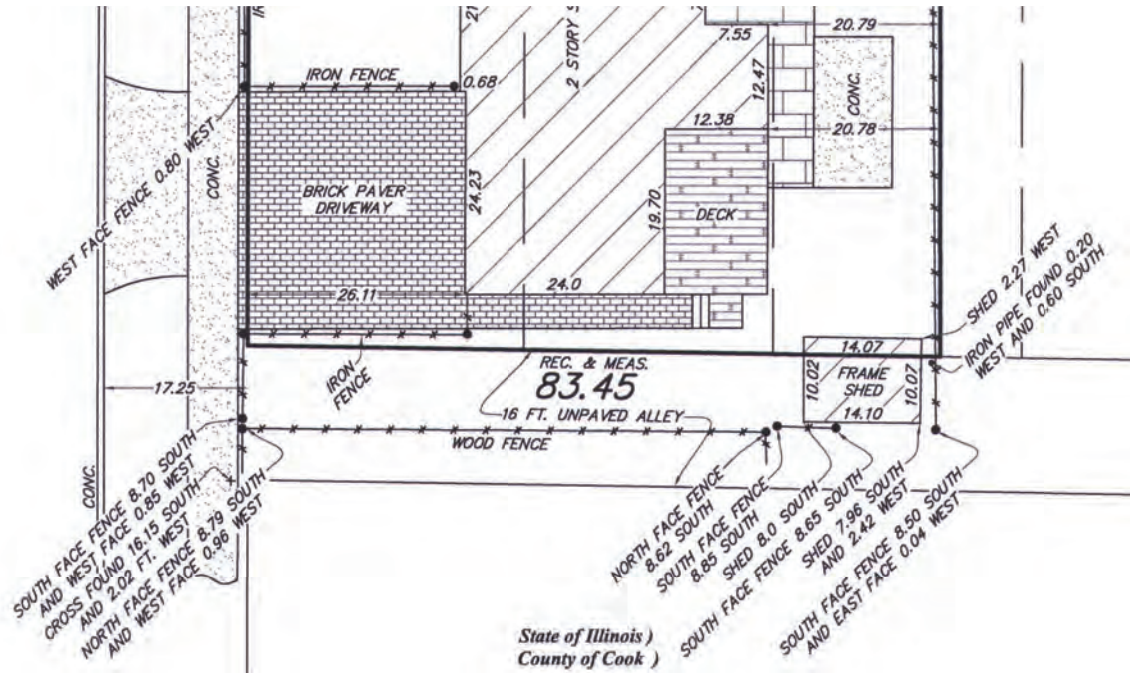
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Back to Basics, Part 5



Back to Basics, Part 5

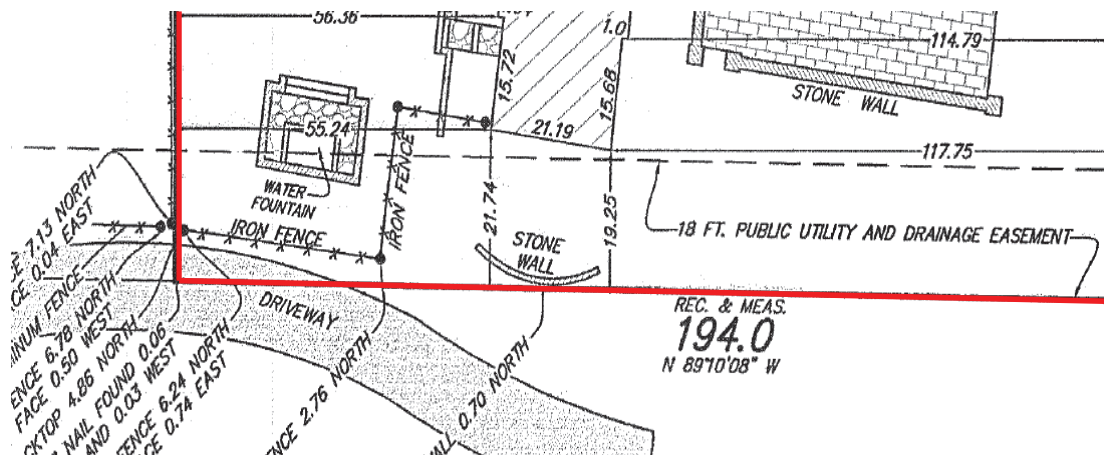


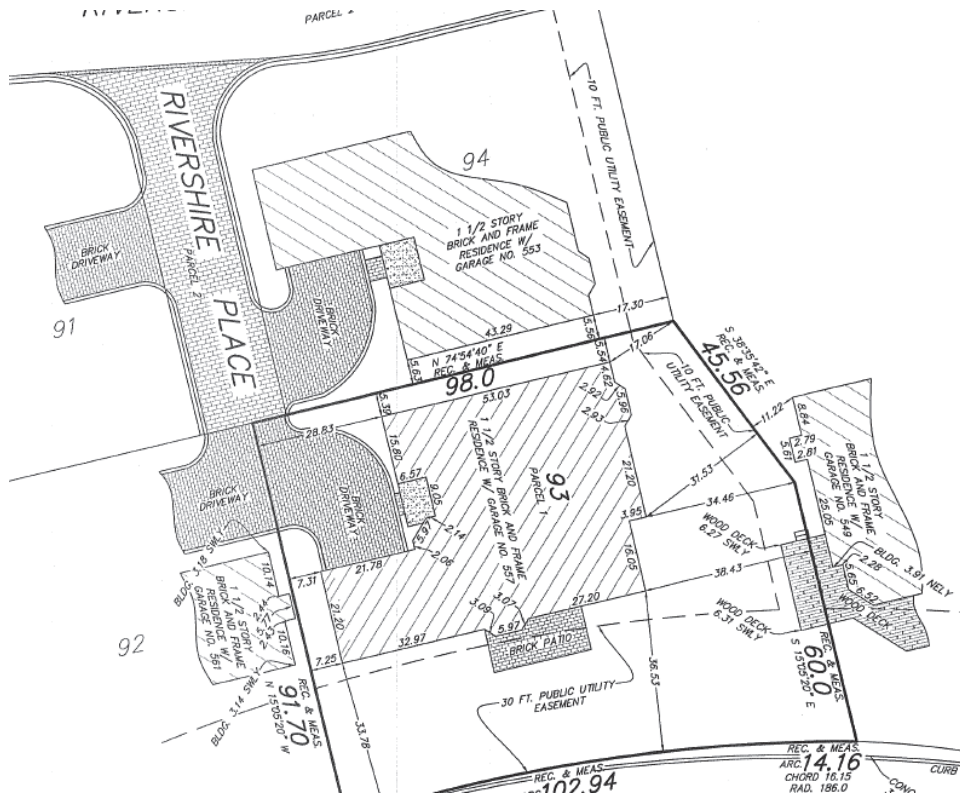
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Adverse Encroachments

- Title companies do not insure over adverse encroachments for the Owner's Policy.
- The adverse encroachment can be insured for the Loan Policy *only* if it is 5 feet or less.

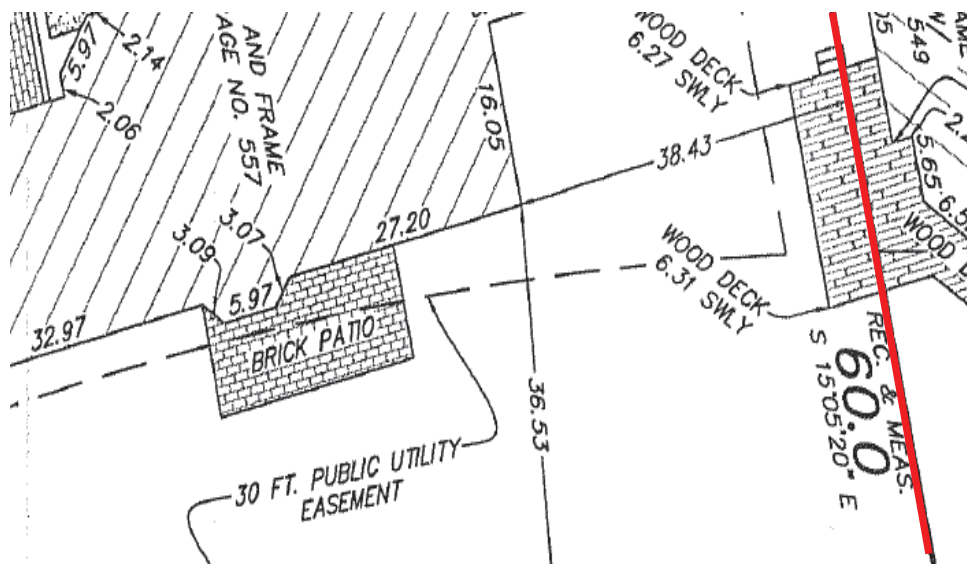
Adverse Encroachment





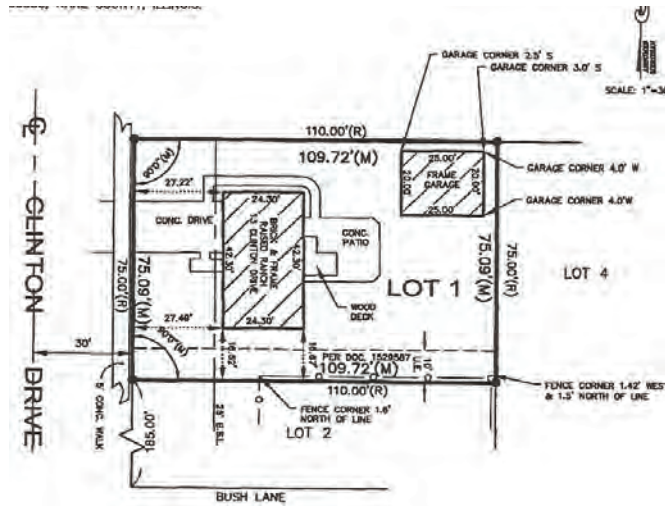
Back to Basics, Part 5

Adverse Encroachment of Deck



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Boundary Survey Adverse Encroachment



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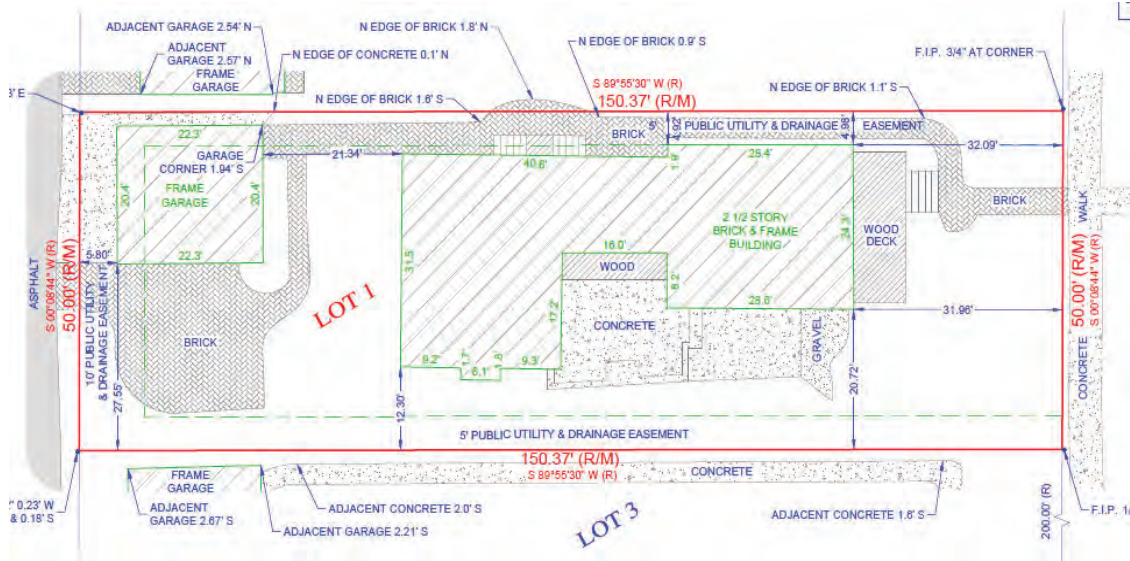
Adjoining Property Encroachments

Encroachments onto adjoining property can be insure over on both Policies for *permanent* improvements if:

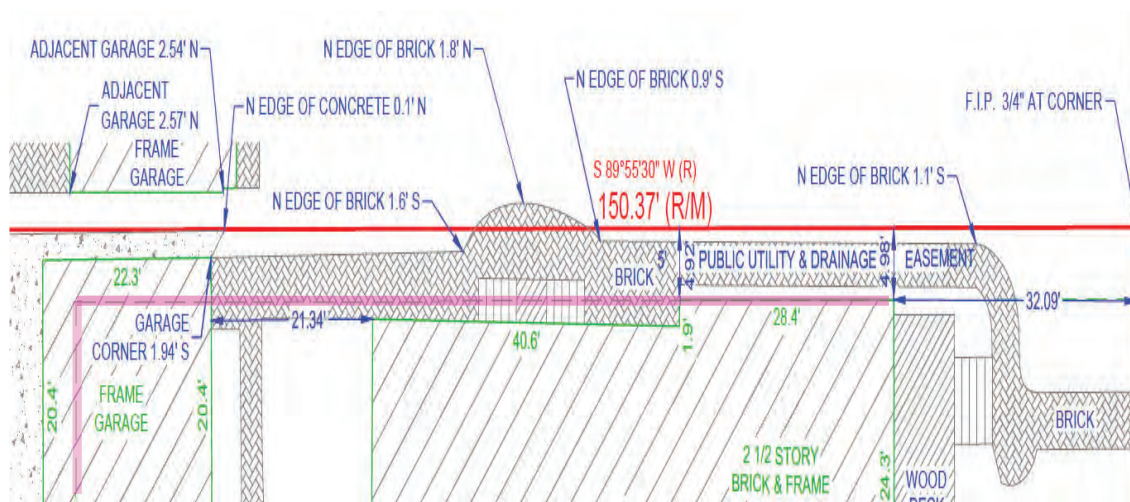
- It has been in existence for at least 20 years;
- The encroachment is 1 foot or less; and
- The property is residential.

Back to Basics, Part 5

Adjoining Property Encroachments

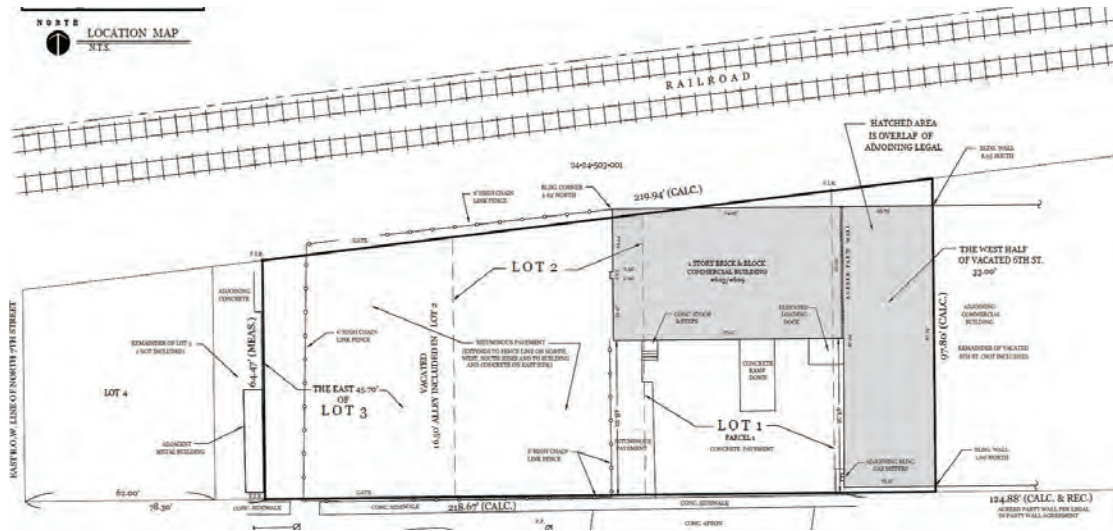


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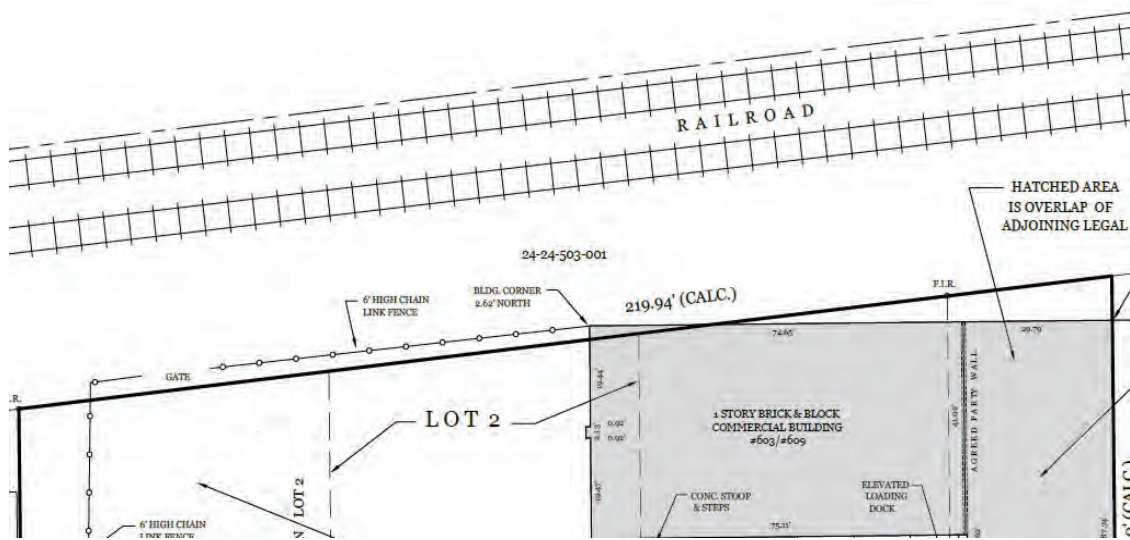


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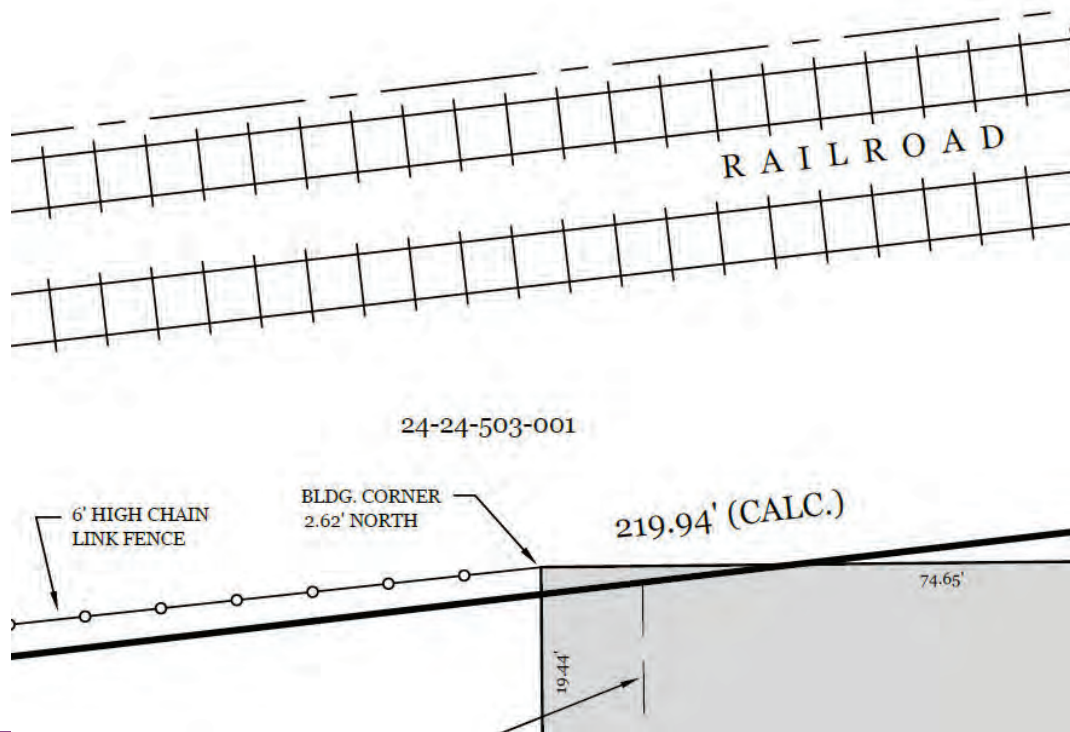
Adjoining Property Encroachment



Back to Basics, Part 5



Back to Basics, Part 5



Back to Basics, Part 5

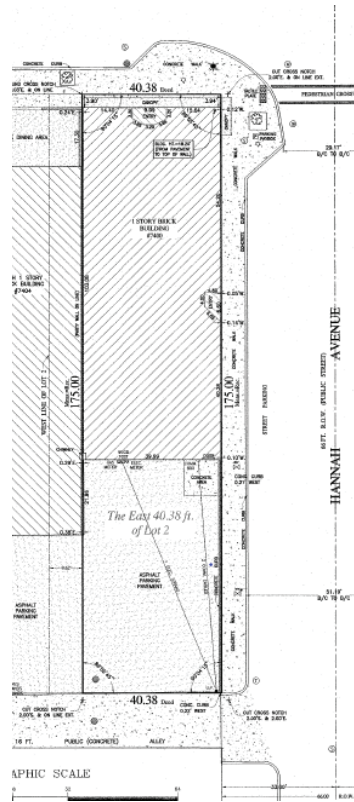
Commercial Surveys

Look for evidence of:

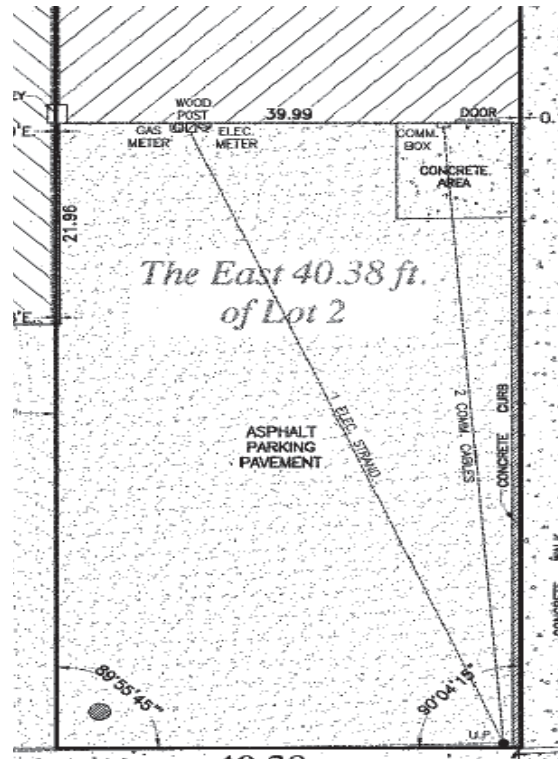
- **Utilities:**
 - Gas and electric meters, telephone boxes, overhead wires, cable boxes
- **Drainage:**
 - Sewers, manhole covers;
- **Parking:**
 - Parking areas must contain lined spaces to insure.

Back to Basics, Part 5

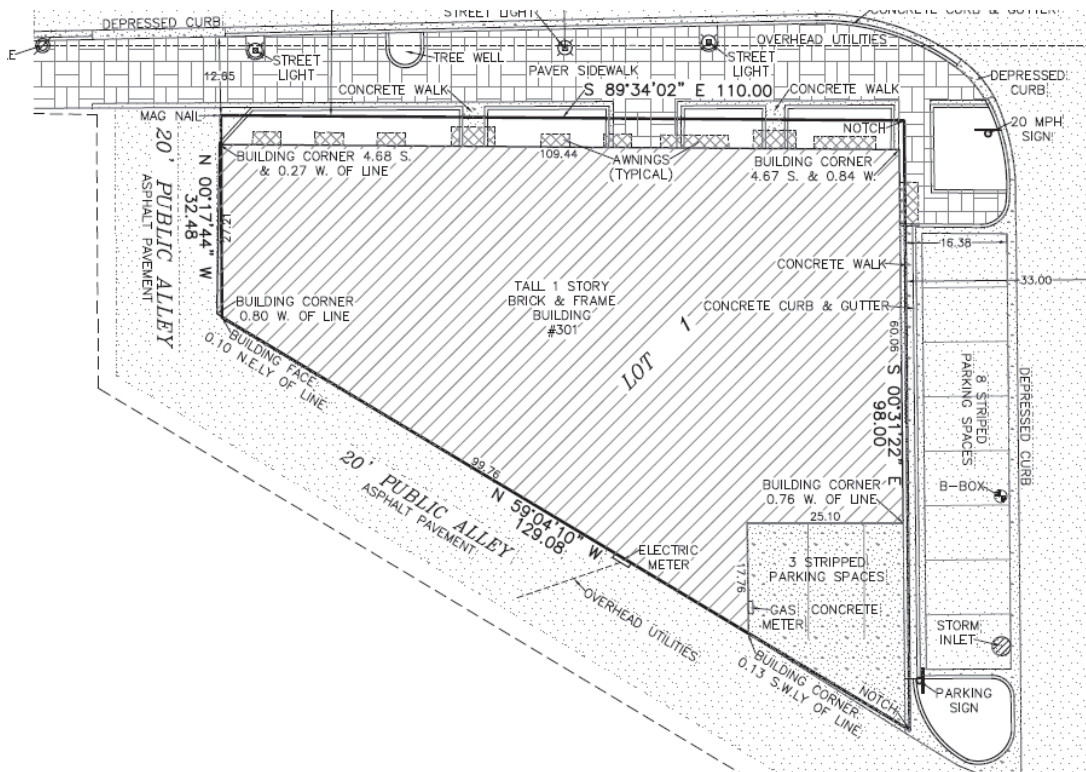
Commercial Survey



Back to Basics, Part 5



Back to Basics, Part 5



Back to Basics, Part 5

ALT/NSPS CERTIFICATION BLOCK

THIS SURVEY IS BASED ON TITLE COMMITMENT/POLICY #3023-19153
EFFECTIVE DATE: JANUARY 29, 2024 BY: ADVOCUS NATIONAL TITLE INSURANCE COMPANY

STATE OF ILLINOIS)
COUNTY OF KANE) ss.

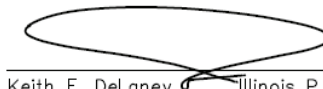
TO: 301 W CENTRAL ROAD MOUNT PROSPECT IL 60056 LLC
DOG PLAY DAY CARE NEWCO LLC
LIVE OAK BANKING COMPANY
ADVOCUS NATIONAL TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 7(A), 8 AND 9 OF TABLE A THEREOF.

The field work was completed on: February 26, 2024
Date of plat or map: February 26, 2024



LY WITH EMBOSSED SEAL



Lic. Exp. 11-30-24
Keith E. DeLaney Illinois P.L.S. #035-003385

Professional Design Firm Lic. No. 184.005204

Back to Basics, Part 5

Common Endorsements

Endorsements Generally

- Endorsements give additional coverage
- They are part of the policy.
- Some endorsements can only be issued for loan policies, some only for owner policies, and some can be issued for both.

Limiting Language of Endorsements

An 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 of the prior endorsements,
- (iii) extend the Date of the Policy, or
- (iv) increase the Amount of Insurance

Limiting Language of Endorsements

To the extent 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 the terms and provisions of the policy and of any prior endorsements.

Endorsements

Endorsements that require a survey to issue:

- ZONING 3.0/3.1
- SURVEY
- LEGAL DESCRIPTION (Conformity)
- CONTIGUITY
- CCR (ALTA Form 9)
- ACCESS

Zoning Ordinances

- Must review the zoning map of the municipality to determine the zoning designation.
- Must review the zoning ordinance to determine the permitted uses for that zoning designation.

Endorsements

Zoning 3.0 Endorsement – Unimproved Land:

- Matters of zoning are excluded against coverage however, the Zoning 3.0 Endorsement:
 - Issued for both owner and loan policies.
 - Insures that the premises are classified as a particular zone as specified in the endorsement.
 - Delineates the use or uses that are permitted under the property's zoning classification.

Zoning Endorsements

There is no liability under the 3.0 Endorsements if:

- There's a failure to comply with the requirement of the zoning ordinance; or
- There's an entry of a final court decree invalidating the uses; or
- There is a refusal of any person to purchase, lease, or lend money on the subject premises because of a failure of the zoning endorsement assurances.

Endorsements - Survey Required

The Zoning 3.1-06 Endorsement – Improved Land:

- Issued for both owner and loan policies.
- Insures that the premises are classified in the particular zone as specified in the endorsement and delineates the permitted uses in that zone.

Zoning 3.1 Endorsement – Improved Land

Zoning 3.1 Endorsement – Improved Land – Cont.

- **Indemnifies the insured for:**
 - Loss suffered by reason of the entry of a court order prohibiting the use of the land as described in the endorsement;
 - A court order requiring an alteration or complete removal of the improvements due to the fact that they violate the zoning ordinance regarding:
 - Area, width, or depth of the land;
 - Floor space area of the building;
 - Setback requirements;
 - Height of the building; and
 - Number of parking spaces.
 - To insure parking, striped parking space lines must be present.

Zoning 3.1 Endorsement – Cont.

- **There is no liability under paragraph 1 of the endorsement due to the failure to comply with zoning ordinance requirements.**
- **There is no liability under either paragraph 1 & 2 based upon:**
 - The entry of a final court decree invalidating the zoning ordinance, but only if the decree does not also prohibit such use or uses.
 - There is a refusal of any person to purchase, lease, or lend money on the subject premises because of a failure of the zoning endorsement assurances.

Endorsements – Survey Required

Survey Endorsement – Alta 25-06:

- Issued for both owner and loan policies.
- Insures that the survey covers the insured land reflected in Schedule A of the policy.

Endorsements – Survey Required

Legal Description Endorsement:

- Issued for both owner and loan policies.
- Insures that the legal descriptions on Schedule A of the policy and the mortgage, trust deed, or deed of conveyance are the same

Endorsements – Survey Required

- **Encroachment Note Endorsement:**
 - Insures the right to maintain the Improvements.
 - Insures *actual loss only* resulting from *court ordered removal* of improvements:
 - From beyond boundaries of the property;
 - Violation of building line;
 - Located on easement;
 - Does not insure money damages to neighbor.

Endorsement – Survey Required

Endorsement Against Loss – Encroachment:

- Insures lender against loss due to an adverse encroachment, i.e., an encroachment of an improvement belonging to adjoining property, onto insured land as reflected on Schedule B.
- Also insures lender for an improvement belonging to the subject property that encroaches onto adjoining public property.

Endorsements – Survey Required

Covenants, Conditions, & Restrictions Endorsements:

- Issued for owner (Alta 9.2-06) and loan (Alta 9.3-06) policies and requires review of:
 - the restrictive covenants;
 - subdivision plat; and
 - current survey.
- CCR 9.0:
 - If there are mining operations or surface rights are in current use this endorsement is not available.

Endorsements – CCR Owner 9.2-06

CCR 9.2-06 Endorsement defines:

- “Covenant” as a covenant, condition, restriction or limitation contained in a document or instrument in effect at the Date of Policy.
- “Improvement” as a building, structure, road, walkway, driveway or curb affixed to the land at the Date of Policy.

CCR Endorsement 9.2-06 insures against:

- A violation at Date of Policy of an enforceable covenant, unless an exception in Schedule B identifies the violation;
- Enforced removal of an improvement due to a violation at the Date of Policy of a building setback line, unless an exception in Schedule B identifies the violation;
- A recorded notice of violation of an enforceable covenant relating to environmental protection, to the extent the violation referred to in the notice, unless an exception in Schedule B identifies the notice of violation;

Endorsements – CCR Owner 9.2-06

CCR Endorsement 9.2-06 does not insure any covenant:

- Contained in a lease;
- Obligating maintenance, repair, or remediation on the land; or
- Relating to environmental protection, except as otherwise insured by the endorsement.

Endorsements – CCR Loan 9.3-06

CCR Endorsement 9.3-06:

- Issued for both residential and commercial properties;
- Insures over covenants, conditions, and restrictions;
- It does not insure over encroachments or damage resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals.

Endorsements – CCR Loan 9.3-06

CCR Loan Endorsement assures the lender that:

- The CCRs do not extinguish the mortgage or impair it;
- That unless shown on Schedule B:
 - There are no violations of the CCRs;
 - There are no encroachments over setback lines;
 - The CCRs do not create an easement or a lien for liquidated damages;
 - The CCRs do not provide for a private charge assessment;
 - The CCRs do not create an option to purchase; right of first refusal or a prior approval of a future purchaser or occupant; and
 - There are no recorded notices of a violation of any CCRs related to environmental protection.

Endorsements – Survey Required

Contiguity – Multiple Parcels Endorsement – Alta 19.06:

- Issued for owner and loan policies and insures that:
 - Two or more parcels are contiguous along defined lines or boundaries; and
 - There are no gaps separating the insured contiguous boundary lines.
 - Requires a boundary survey reflecting the defined lines of each parcel are contiguous and that there are no gaps.

Endorsements – Survey Required

Contiguity 4 Endorsement:

- Issued for owner and loan policies and insures that the multiple parcels of land reflected on Schedule A form a single tract of land without any gaps.
- Requires a boundary survey that shows all insured tracts of land without any gaps.

Endorsements – Survey Required

Access and Entry Endorsement – Alta 17-06:

- Issued for both owner and loan policies and provides additional coverage for the loss or damage suffered as a result of the insured land not being:
 - contiguous to a public right-of-way;
 - not having physical access to a public right-of-way; or
 - The limitation of the right of access via existing curb cuts or entries to a public right-of-way.

Endorsements – Survey Required

Indirect Access & Entry Endorsement – Alta 17.1-06

- Issued for both owner and loan policies and insures access by and easement for ingress and egress on Schedule A and insures the following:
 - It identifies the public road that the easement abuts, and which provides access;
 - It assures the there is actual vehicular and pedestrian access;
 - It assures that the street is physically open and maintained; and
 - That there are existing curb cuts or entries with permission for the same.

Endorsements – Condominium 1 Alta 4-06

Condominium Endorsement 1 Alta 4-06 – Loan

- The Endorsement insures that:
 - The property set forth in Schedule A is a validly created condominium and is subject to the Illinois Condominium Property Act;
 - There are no present violations of any building and use restrictions per the condo declaration and that any present or future violation will not give rise to a forfeiture or reversion of title;
 - There isn't a loss of priority of the mortgage lien as a result of any charges or assessments pursuant to the condo statutes and documents that are unpaid or due at the Date of Policy; and
 - The property listed in Schedule A is a separate tax entity for the purpose of imposing property tax liens, special assessments and other state and local charges;

Endorsements – Condominium 1 Alta 4-06

Condominium Endorsement 1 Alta 4-06 – Loan – Cont.

- Insures against any loss or damage:
 - Sustained due to encroachments by existing improvements, including encroachments of the common elements upon any unit or of any unit upon the common elements or another unit; and
 - Arising by reason of the failure of title due to the exercise of a right of first refusal, which could have been exercised at the Date of Policy.

Endorsements – Condominium 2 Alta 4.1-06

Condominium Endorsement 2 Alta 4.1-06

- Issued for both owner and loan policies.
- Contains the same basic coverage as the Condominium 1 Endorsement, Alta 4-06 except that:
 - It doesn't insure the priority of the insured mortgage lien over *future* condo assessments;
 - It does insure the lender against loss or damage by reason of the priority of any lien for condominium charges or assessments *which exist at the Date of Policy* over the insured mortgage lien.

Endorsements

Environnemental Protection Lien Endorsement (EPL) – ALTA 8.1-06 – Residential Property

- Indemnifies Lender if the mortgage loses priority due to:
 - An environmental protection lien recorded at the Date of Policy;
 - From any lien provided under state statute exception for any state statute specifically exempted within the endorsement.
- Not Available for Owner's Policies.

Endorsements

Inflation Endorsement:

- Issued for owner policies only where the property is a single residence or an apartment building with 4 units or less.
- Increases the amount of title insurance listed on Schedule A by 10% per year for a period of 5 years, until the insured's coverage reaches 150%, less the amount of any claims paid under the policy.
- It does not change the effective date of the policy, nor does it extend coverage of the policy.

Endorsements

Location Endorsement – ALTA 22-06

- Issued with the loan policy.
- Assures Lender that there are certain improvements on land.
- Provides mailing address.

Endorsements

Planned Unit Development Endorsement – Alta 5.1-06:

PUDs can contain single family homes, townhomes, and condominiums.

The PUD Endorsement covers losses:

- Caused by present violations of certain restrictions;
- Arising from lack of priority of the insured mortgage lien over a lien for HOA assessments;
- Due to the enforced removal of an existing structure because of an encroachment; and
- From failure of title caused by the exercise of any right of first refusal.

Endorsements

Tax Parcel – Single Tax Parcel:

- Issued for both owner and loan policies.
- This endorsement insures situations in which:
 - The land described in Schedule A does not constitute a single parcel for real estate tax purposes, separate and apart from other property; or
 - The permanent tax number (PIN) identified in the endorsement affects other land in addition to the insured land.
 - This often occurs when a portion of a property is sold, and the PIN division will occur after closing.

Endorsements

Tax Parcel – Multiple Tax Parcels:

- Issued for both owner and loan policies.
- This endorsement is issued when the property sold consists of multiple tax parcels.
- It insures against loss if:
 - The parcels are not assessed for real estate tax purposes as the tax identification numbers;
 - The parcels are taxed with any other land; or
 - The easements, if any, described in Schedule A can be cut off by non-payment of real estate taxes or assessments against the servient estate.

Endorsements

Multiple Mortgage Endorsement:

- This insures two mortgages on a single policy where the same lender and the same legal description are on the mortgages.
- Schedule A descriptions of the mortgages must indicate the first under a heading of Part A and the second under a heading of Part B.

Contact Underwriting

Questions?

Underwriting Hotline: 312-752-1990

Underwriting Email: legal@advocustitle.com

Lowell Krahn

Senior Underwriting Attorney

Phone: 312-752-1165

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Advocus
University

Endorsements: Form 2115-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2115-06: Access and Entry Endorsement (ALTA 17-06)</u>		X	X	

NOTES:

Coverage: All ATG policies insure access in paragraph 4 of the insuring provisions on the jacket. This endorsement provides additional coverage for loss or damage suffered as the result of the insured land not being contiguous to a public right-of-way, not having physical access to a public right-of-way, or the limitation of the right of access via existing curb cuts or entries to a public right-of-way.

Procedure: This endorsement may be issued on Owner's and Loan policies. To issue this endorsement, you must find out whether the property abuts a public road. You may have to look at a survey, the plat of survey or some other county maps. You may also have to check with the local municipality's transportation department to determine whether the property has permission for a curb cut and access to a particular road. Sometimes the county provides some kind of access certificate to a road. Please be sure that the street you identify as providing access has been dedicated to the public and is not a private road. If it is a private road, then the property owner must have some ownership interest in the private road, allowing the owner to use it.

To issue this endorsement for a property that has access to a public road by way of a private ingress and egress easement, all of **ATG's underwriting guidelines for insuring an easement** must be met.

Questions? [Contact an Underwriter](#).

ENDORSEMENT



Policy No.:

State Issued:

ALTA 17-06 ACCESS AND ENTRY ENDORSEMENT

The Company insures against loss or damage sustained by the Insured if, at Date of Policy: (i) the Land does not abut and have both actual vehicular and pedestrian access to and from _____ (the "Street"); (ii) the Street is not physically open and publicly maintained; or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2099-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
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<u>#2099-06: Covenants, Conditions, and Restrictions – Improved Land – Owner's Endorsement (ALTA 9.2-06)</u>		X		
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NOTES:

Coverage:

This endorsement provides extensive coverage on an Owner's Policy insuring improved land. It defines "covenant" as a covenant, condition, restriction, or limitation contained in a document or instrument in effect at the Date of Policy, and "improvement" as a building, structure, road, walkway, driveway, or curb, affixed to the Land at Date of Policy. This endorsement insures the insured against the following matters:

1. A violation at Date of Policy of an enforceable covenant; unless an exception in Schedule B identifies the violation;
2. Enforced removal of an improvement due to a violation at Date of Policy of a building setback line; unless an exception in Schedule B identifies the violation;
3. A recorded notice of violation of an enforceable covenant relating to environmental protection, to the extent the violation referred to in the notice, unless an exception in Schedule B identifies the notice of violation.

The endorsement does not insure any covenant 1) contained in a lease, 2) obligating maintenance, repair, or remediation on the land, or 3) relating to environmental protection, except as otherwise insured by the endorsement.

Procedure: This endorsement may be issued on an Owner's Policy. To issue this endorsement, the following requirements must be satisfied:

1. Carefully review each covenant in any document in the chain of title to determine what additional information or documents (e.g., surveys, affidavits or letters from adjoining landowners, condominium or homeowner boards, governmental bodies, etc.) may be required in order to determine if there is a violation of that covenant. If you find any violations, then raise Schedule B exceptions for those violations.
2. Obtain and review a current survey of the property to determine if there is or may be a violation of any building setback line. Raise a Schedule B exception for the specific violation.
3. Review all documents in the chain of title for notice of any environmental problems and raise Schedule B exceptions for any you find.

Questions? [Contact an Underwriter.](#)

ENDORSEMENT



Policy No.:

State Issued:

ALTA 9.3-06 COVENANTS, CONDITIONS, AND RESTRICTIONS – LOAN POLICY ENDORSEMENT

1. The insurance 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 policy.
2. For the purposes of this endorsement only:
 - a. "Covenant" means a covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means an improvement, including any lawn, shrubbery, or trees, affixed to the Land at Date of Policy that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation of a Covenant that:
 - i. divests, subordinates, or extinguishes the lien of the Insured Mortgage;
 - ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage; or
 - iii. causes a loss of the Insured's Title acquired in satisfaction or partial satisfaction of the Indebtedness;
 - b. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - c. Enforced removal of an Improvement as a result of a violation, at Date of Policy, 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 policy identifies the violation; or
 - d. A notice of a violation, recorded in the Public Records at Date of Policy, 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 Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company 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; or
 - c. except as provided in Section 3.d., any Covenant pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2100-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
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#2100-06: Covenants, Conditions and Restrictions – Loan Endorsement (ALTA 9.3-06)

X

NOTES:

Coverage: Similar to the **Restrictions, Encroachments and Minerals Endorsement, ALTA 9-06**, this endorsement provides coverage to lenders over covenants, conditions and restrictions. Unlike the ALTA 9-06, however, this endorsement does not insure over encroachments or damage resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals. This endorsement assures lenders that:

1. the covenants, conditions or restrictions (CCRs) do not extinguish the mortgage or impair it;
2. unless shown on Schedule B, there are no violations of the CCRs;
3. unless shown on Schedule B, there are no encroachments over setback lines;
4. unless shown on Schedule B, the CCRs do not create an easement;
5. unless shown on Schedule B, the CCRs do not create a lien for liquidated damages;
6. unless shown on Schedule B, the CCRs do not provide for a private charge assessment;
7. unless shown on Schedule B, the CCRs do not create an option to purchase, right of first refusal or a prior approval of a future purchaser or occupant;
8. unless shown on Schedule B, there are no recorded notices of a violation of any CCRs related to environmental protection;

Procedure: This endorsement may be issued on Loan Policies only. This endorsement may be issued on either commercial or residential properties. To issue this endorsement, follow the steps below:

1. Carefully review the covenants, conditions or restrictions (CCRs). In particular,
 - a. the CCRs should not contain any forfeiture or reversion language; if they do, then you may not issue this endorsement;
 - b. if the CCRs provide for an assessment, create a lien for liquidated damages, or create an easement, raise those matters on Schedule B;
 - c. if the CCRs contain a right of first refusal, or a lien that may take priority over the mortgage, raise these matters on Schedule B and obtain waivers from those who hold those interests; and
 - d. if the CCRs create an option to purchase or a prior approval of a future purchaser or occupant, raise those matters on Schedule B and obtain waivers or approvals from those who hold those interests;

2. Review the subdivision plat to determine easements and building lines, and raise Schedule B exceptions for each.
3. Obtain a current survey or an Affidavit in Lieu of Survey, depending upon the type of property and policy. depending upon the type of property. The member must obtain a current survey for all commercial properties and for residential properties in Cook County and the surrounding counties (DuPage, Kane, Kendall, Lake, McHenry, and Will). ATG will accept an Affidavit in Lieu of Survey for all loan policies issued in a refinance and for residential property in all other Illinois counties. The current survey should clearly show all improvements as well as all easements, setback lines, and other matters affecting the property. Check to see that there are no violations of the CCRs and no encroachments. If there are any such violations or encroachments, raise them as exceptions on Schedule B. Remember that setbacks may be created by the plat, the CCRs or by ordinance. Make sure you raise exceptions for violations of any setbacks requirements, no matter how created.
4. If you have raised any encroachments onto adjoining property, any violations of the CCRs, or any violations of any setback lines, you must determine whether the encroachment or violation falls within our **encroachment underwriting guidelines for the loan policy** to see whether they may be insured over.

Questions? **Contact an Underwriter.**

ENDORSEMENT



Policy No.:

State Issued:

ALTA 9.2-06 COVENANTS, CONDITIONS, AND RESTRICTIONS – IMPROVED LAND – OWNER’S POLICY ENDORSEMENT

1. The insurance 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 policy.
2. For the purposes of this endorsement only:
 - a. “Covenant” means a covenant, condition, limitation, or restriction in a document or instrument in effect at Date of Policy;
 - b. “Improvement” means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. a violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. enforced removal of an Improvement as a result of a violation, at Date of Policy, 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 policy identifies the violation; or
 - c. a notice of a violation, recorded in the Public Records at Date of Policy, 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 Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company 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; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2014-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
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<u>#2014-06: Condominium Endorsement 1 (ALTA 4-06)</u>			X	
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NOTES:

Coverage: This endorsement details seven matters for which insurance is being provided.

Paragraphs 1 and 2 of the Condominium Endorsement 1 (ALTA 4-06) insure that the property set forth in Schedule A is in fact condominium property validly created and subject to the Illinois Condominium Property Act.

Paragraph 3 of the endorsement insures that there are no present violations of any building and use restrictions referred to in the condominium declaration and that any present or future violation will not give rise to a forfeiture or reversion of title.

Paragraph 4 insures against loss of priority of the lien of the mortgage as result of any charges or assessments provided for in the condominium statutes and documents that are due and unpaid at the Date of Policy.

Paragraph 5 insures that the property listed in Schedule A is a separate taxable entity for the purpose of imposing liens of real property taxes, special assessments and other state and local charges.

Paragraph 6 insures against any loss or damage sustained due to encroachments by existing improvements, including unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.

Paragraph 7 provides protection against any loss or damage arising by reason of the failure of title due to the exercise of a right of first refusal, which could have been exercised at the Date of Policy.

This endorsement is the ALTA 4-06 form.

Procedure: This endorsement may be issued only on Loan Policies. It provides coverage to a mortgage lender whose loan is secured by a condominium unit. This endorsement may be issued only after the relevant aspects of the condominium project in which the unit is located have been considered.

To issue this endorsement, take the following steps:

1. If you do not have a prior policy then review the condominium plat and declaration to see that it complies with statutory law. Once you have completed your review, fax copies of the documents and commitment to the Underwriting Department for a **co-exam**. If you have a prior policy insuring the unit, then you do not need to complete this review;
2. Review the condominium bylaws and declaration to verify that any violation of building and use restrictions contained therein will not result in a forfeiture or revision of the title to the condominium unit
 - Identify what building and use restrictions the condominium declaration creates,

- Verify that the condominium declaration does not state that the remedy for a violation of a building or use restriction is a forfeiture or reversion of title,
 - Check the plat of survey to see that none of the restrictions have been violated;
3. Determine that there are no unpaid charges or assessments at the time of the recording of the mortgage. The condominium declaration and bylaws should be reviewed to determine whether any charges or assessments may be assessed to the condominium unit and a statement should be obtained from the Condominium Association stating that there are no unpaid charges or assessments;
 4. Verify with the county assessor that the condominium unit and its percentage interest in the common elements are being separately assessed for property taxes, special assessments, and other state and local charges;
 5. Check for encroachments by existing improvements, including unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit. Reference to the plat of survey should be sufficient to determine whether or not any such encroachments do exist;
 6. Obtain a statement from the Condominium Association indicating that a right of first refusal, which could have been exercised at date of policy, has been waived or does not exist.

If after reviewing the relevant documentation it is determined that one or more of the coverage may not be applicable, it may be possible to issue a modified version of this endorsement which deletes those items of coverage that may not apply. **Contact an underwriter** when making revisions to this endorsement.

Questions? **Contact an Underwriter**.

ENDORSEMENT



Policy No.:

State Issued:

ALTA 4 CONDOMINIUM – ASSESSMENTS PRIORITY ENDORSEMENT

The Company insures against loss or damage sustained by the Insured 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 Policy 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 Policy over the lien of any Insured 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 Policy 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 Policy.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2061-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2061-06: Condominium Endorsement 2 (ALTA 4.1-06)</u>		X	X	

NOTES:

Coverage: This endorsement contains the same basic insurance coverage as detailed in Form Condominium Endorsement 1 (ALTA 4-06). The only difference is that this endorsement does not insure the priority of the lien of the insured mortgage over *future* condominium assessments. Rather, it insures the lender against loss or damage by reason of the priority of any lien for condominium charges or assessments *which exist at date of policy* over the lien of the insured mortgage.

Paragraphs 1 and 2 of the Condominium Endorsement 2 (ALTA 4.1-06) insure that the property set forth in Schedule A is in fact condominium property validly created and subject to the Condominium Property Act.

Paragraph 3 of the endorsement insures that there are no present violations of any building and use restrictions referred to in the condominium declaration and that any present or future violation will not give rise to a forfeiture or reversion of title.

Paragraph 4 insures against loss or damage as result of any charges or assessments provided for in the condominium statutes and documents that are due and unpaid at the Date of Policy.

Paragraph 5 insures that the property listed in Schedule A is a separate taxable entity for the purpose of imposing liens of real property taxes, special assessments and other state and local charges.

Paragraph 6 insures against any loss or damage sustained due to encroachments by existing improvements, including unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.

Paragraph 7 provides protection against any loss or damage arising by reason of the failure of title due to the exercise of a right of first refusal, which could have been exercised at the Date of Policy.

This endorsement is the ALTA 4.1-06 form.

Procedure: This endorsement may be issued Loan or Owner's Policies. It provides coverage to owners of condominium units and to mortgage lenders. This endorsement may be issued only after the relevant aspects of the condominium project in which the unit is located have been considered.

To issue this endorsement, take the following steps:

1. If you do not have a prior policy then review the condominium plat and declaration to see that it complies with statutory law. Once you have completed your review, fax copies of the documents and commitment to the Underwriting Department for a **co-exam**. If you have a prior policy insuring the unit, then you do not need to complete this review;

2. Review the condominium bylaws and declaration to verify that any violation of building and use restrictions contained therein will not result in a forfeiture or revision of the title to the condominium unit
 - Identify what building and use restrictions the condominium declaration creates,
 - Verify that the condominium declaration does not state that the remedy for a violation of a building or use restriction is a forfeiture or reversion of title,
 - Check the plat of survey to see that none of the restrictions have been violated;
3. Determine that there are no unpaid charges or assessments at the time of the recording of the mortgage. The condominium declaration and bylaws should be reviewed to determine whether any charges or assessments may be assessed to the condominium unit and a statement should be obtained from the Condominium Association stating that there are no unpaid charges or assessments;
4. Verify with the county assessor that the condominium unit and its percentage interest in the common elements are being separately assessed for property taxes, special assessments, and other state and local charges;
5. Check for encroachments by existing improvements, including unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit. Reference to the plat of survey should be sufficient to determine whether or not any such encroachments do exist;
6. Obtain a statement from the Condominium Association indicating that a right of first refusal, which could have been exercised at date of policy, has been waived or does not exist.

If after reviewing the relevant documentation it is determined that one or more of the coverage may not be applicable, it may be possible to issue a modified version of this endorsement which deletes those coverages that may not apply. **Contact an underwriter** when making revisions to this endorsement.

Questions? **Contact an Underwriter**.

ENDORSEMENT



Policy No.:

State Issued:

ALTA 4.1 CONDOMINIUM – CURRENT ASSESSMENTS ENDORSEMENT

The Company insures against loss or damage sustained by the Insured 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 Policy 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 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 that exist at the Date of Policy 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 Policy.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2052 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
#2052: Contiguity Endorsement 4		X	X	

NOTES:

Coverage: This endorsement allows you to insure that in a situation where there are multiple parcels insured on Schedule A, they all form a single tract of land, without any gaps.

Procedure: This endorsement may be issued on either Owner's or Loan Policies. To issue this endorsement, you must obtain at least an Illinois boundary survey showing that all the parcels on Schedule A form a single tract of land without any gaps.

Questions? [Contact an Underwriter.](#)

ENDORSEMENT



Policy No.:

State Issued:

CONTIGUITY ENDORSEMENT 4

The Company insures the Insured against loss or damage sustained by the Insured by reason of any inaccuracies in the following assurance:

The parcels of land described in Schedule A, taken as a tract, constitute one parcel of land without any gaps.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2119-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2119-06: Contiguity – Multiple Parcels Endorsement (ALTA 19-06)</u>		X	X	

NOTES:

Coverage: This endorsement insures that two or more insured parcels are contiguous along defined lines or boundaries. The endorsement also insures (to the same effect) that there are no gaps separating the insured contiguous boundary lines.

Procedure: This endorsement may be issued on either Owner's or Loan Policies. Procedures to issue this endorsement:

1. The parties must provide at least an Illinois boundary survey;
2. Examine the survey to see if the defined lines are contiguous and that there are no gaps;
3. Complete section 1 of the endorsement by specifically identifying the common boundary lines; and
4. If you are requested to insure that multiple parcels are contiguous, you may do so in the same endorsement, or in separate endorsements for each common boundary.

Questions? **Contact an Underwriter.**

ENDORSEMENT



Policy No.:

State Issued:

ALTA 19-06 CONTIGUITY – MULTIPLE PARCELS ENDORSEMENT

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

1. the failure of the _____ boundary line of Parcel A of the Land to be contiguous to the _____ boundary line of Parcel B;
 the failure of the _____ boundary line of Parcel B of the Land to be contiguous to the _____ boundary line of Parcel C;
 the failure of the _____ boundary line of Parcel C of the Land to be contiguous to the _____ boundary line of Parcel D;
 the failure of the _____ boundary line of Parcel D of the Land to be contiguous to the _____ boundary line of Parcel E;

or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2120-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2120-06: Contiguity – Single Parcel Endorsement (ALTA 19.1-06)</u>		X	X	

NOTES:

Coverage: This endorsement insures the owner or lender against loss in the event the land described in Schedule A is not contiguous to other identified adjoining land not insured under the policy.

Procedure: This endorsement may be issued on either Owner's or Loan Policies. To issue this endorsement, the parties must provide at least an Illinois boundary survey drawn to show both parcels. Review the survey to verify there are no gaps between the insured and the uninsured land. Fill out the appropriate portions on Section 1 of the endorsement.

Questions? [Contact an Underwriter](#).

ENDORSEMENT



Policy No.:

State Issued:

ALTA 19.1-06 CONTIGUITY – SINGLE PARCEL ENDORSEMENT

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

1. the failure of the Land to be contiguous to that certain parcel of real property legally described as:

along the _____ boundary line(s); or

2. the presence of any gaps, strips, or gores separating any of the contiguous boundary lines described above.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2019 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2019: Encroachment Note Endorsement</u>		X	X	

NOTES:

Coverage: The Encroachment Note Endorsement is used to affirmatively insure against loss sustained due to encroachments of improvements located on the insured premises beyond the boundaries of the insured premises, beyond setback lines, or onto recorded easements. This endorsement insures against a court order denying the right of the insured to maintain the improvement in its present location. This endorsement is not appropriate when improvements located on adjacent property encroach onto the insured property (adverse encroachments).

Procedure: This endorsement may be issued on Owner's and Loan Policies. Please consult the [encroachment underwriting guidelines for the loan policy](#) and the [encroachment underwriting guidelines for the owner's policy](#), to determine when you may endorse encroachments. For those encroachments not falling within ATG's encroachment guidelines, please [contact an Underwriter](#).

When an Encroachment Note Endorsement is to be used, first raise the encroachment as an exception on Schedule B of the policy. Then, complete the Encroachment Note Endorsement by inserting the number or numbers of the Schedule B exceptions in the blank on the endorsement form. Finally, attach the completed endorsement form to the Policy.

Questions? [Contact an Underwriter](#).

ENDORSEMENT



Policy No.:

State Issued:

ENCROACHMENT NOTE ENDORSEMENT

The Company insures the Insured against actual loss or damage sustained by the Insured by reason of any final judgment or decree by a court of competent jurisdiction denying the right to maintain the improvements as now located on the land covered by this policy, beyond the boundaries of the property described in Schedule A hereof, or in violation of any building set-back line or easement mentioned in Schedule B hereof because of the encroachment noted in Schedule B as Exception No. _____.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

ENDORSEMENT



Policy No.:

State Issued:

ENDORSEMENT AGAINST LOSS – ENCROACHMENT

The Company insures the Insured against loss or damage sustained by the Insured by reason of the encroachment noted on Schedule B as Exception No. _____.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2019 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2019: Encroachment Note Endorsement</u>		X	X	

NOTES:

Coverage: The Encroachment Note Endorsement is used to affirmatively insure against loss sustained due to encroachments of improvements located on the insured premises beyond the boundaries of the insured premises, beyond setback lines, or onto recorded easements. This endorsement insures against a court order denying the right of the insured to maintain the improvement in its present location. This endorsement is not appropriate when improvements located on adjacent property encroach onto the insured property (adverse encroachments).

Procedure: This endorsement may be issued on Owner's and Loan Policies. Please consult the [encroachment underwriting guidelines for the loan policy](#) and the [encroachment underwriting guidelines for the owner's policy](#), to determine when you may endorse encroachments. For those encroachments not falling within ATG's encroachment guidelines, please [contact an Underwriter](#).

When an Encroachment Note Endorsement is to be used, first raise the encroachment as an exception on Schedule B of the policy. Then, complete the Encroachment Note Endorsement by inserting the number or numbers of the Schedule B exceptions in the blank on the endorsement form. Finally, attach the completed endorsement form to the Policy.

Questions? [Contact an Underwriter](#).

Endorsements: Form 2021-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2021-06: Environmental Protection Lien Endorsement (ALTA 8.1-06)</u>				X

NOTES:

Coverage:

In all American Land Title Association (ALTA) policies, environmental protection matters are excluded from coverage under paragraph one of the Exclusions from Coverage, except if a notice of violation or potential violation is recorded at the Date of Policy. The Environmental Protection Lien Endorsement (ALTA Form 8.1) insures the lender on residential real estate against loss of priority due to any recorded environmental protection liens, and from any lien provided under state statute, except for any state statute specifically excepted within the endorsement.

Be aware that despite the fact that a title search may reveal no environmental protection liens of record, if there are any other documents (such as an Illinois Responsible Property Transfer Act (IRPTA) disclosure form, now repealed, a mechanics' lien claim for clean-up, a municipal demolition lien, etc) that reveal a violation or potential violation of the environmental laws, then an exception must be raised on Schedule B in accordance with ATG's underwriting guidelines for **environmental liens**.

There is no special environmental coverage available for Owner's Policies.

Procedure: This endorsement may be issued on Loan Policies only. To issue this endorsement, the following requirements must be satisfied:

1. Search the county recorder's office to discover any federal and state environmental protection liens, IRPTA disclosure documents or other recorded documents that might indicate an environmental problem on the property.
2. If the state in which the property is located does not have a statute requiring that federal liens are to be recorded in the county recorder of deeds office, then the federal district court records of the district in which the property is located must be searched for any federal environmental liens.
3. If an environmental protection lien appears in the chain of title, then raise the lien and the "fact" exceptions, according to ATG's underwriting guidelines for **environmental liens**.
4. If an IRPTA disclosure document is recorded, and there are no other documents disclosing violations or potential violations of environmental laws, then the endorsement may be issued. The "fact" exception must be raised on Schedule B of the commitment and policies.
5. If an unreleased federal or state lien is discovered, *do not* issue the endorsement. Raise the lien and the "fact" exceptions on Schedule B of the commitment and policies.

6. If a released state or federal lien is discovered, then you may issue the endorsement provided an exception is raised on Schedule B.
7. If a No Further Remediation Letter appears of record, raise an exception for the letter, and the fact exception, and you may issue the endorsement.
8. If there is any evidence or knowledge of an environmental risk but no lien or other document has been recorded, **contact an Underwriter** for instructions.
9. There is an additional premium for the issuance of this endorsement. Consult the current **rate schedule**.

Questions? **Contact an Underwriter**.

ENDORSEMENT

Policy No.:

State Issued:

ALTA 8.1 ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

1. The insurance afforded by this endorsement is only effective if the Land is used or is to be used primarily for residential purposes.
2. The Company insures against loss or damage sustained by the Insured by reason of lack of priority of the lien of the Insured Mortgage over:

- a. any environmental protection lien that, at the Date of Policy, is recorded in those records established under State statutes at the Date of Policy 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 Policy, except environmental protection liens provided by the following State statutes:

[65 ILCS 5/11-31-1(f) (Illinois property);]

[None (Indiana property);]

[Parts 111, 201, and 213 of the Natural Resources and Environmental Protection Act; MCL 324.111.01 et seq.; MCL 324.20101 et seq.; and MCL 324.21301 et seq. (Michigan property);]

[Wis. Stats. Ch. 292, as amended (Wisconsin property).]

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2116-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2116-06: Indirect Access and Entry Endorsement (ALTA 17.1-06)</u>		X	X	

NOTES:

Coverage: This endorsement provides additional coverage for policies insuring access by an easement for ingress and egress on Schedule A. The endorsement insures the following:

1. It identifies the public road that the easement abuts and provides access to;
2. It assures that there is actual vehicular and pedestrian access;
3. It assures that the street is physically open and maintained; and
4. That there are existing curb cuts or entries to the road, with permission for the same.

Procedure: This endorsement may be issued on Owner's and Loan policies. To issue this endorsement, take the following steps:

1. Obtain a survey of the land wherein the surveyor depicted the insured benefitted parcel of land, the access easement and the public road.
2. Review the survey to see that the access easement abuts both the benefitted parcel of land and the public road.
3. Verify that there is a physical road in place on the access easement parcel, a minimum of 8' wide.
4. Verify that there is a curb cut between the access easement and the public road.
5. Review public records and information to confirm the road is a public road and maintained by the public.
6. If the road is a state highway, confirm there is a state DOT permission for the curb cut, or access point.
7. Verify that the easement is insurable, pursuant to our [underwriting guidelines for easements](#).

Questions? [Contact an underwriter](#).

ENDORSEMENT



Policy No.:

State Issued:

ALTA 17.1-06 INDIRECT ACCESS AND ENTRY ENDORSEMENT

The Company insures against loss or damage sustained by the Insured if, at Date of Policy: (i) the easement identified in Schedule A (the "Easement") does not provide that portion of the Land identified in Schedule A both actual vehicular and pedestrian access to and from _____ (the "Street"); (ii) the Street is not physically open and publicly maintained; or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Easement.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

ENDORSEMENT

 ATTORNEYS' TITLE GUARANTY FUND, INC.

Policy No.:

State Issued:

INFLATION ENDORSEMENT

ATG[®], recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured, modifies the policy as follows:

1. Notwithstanding anything contained in the policy to the contrary, the Amount of Insurance, as stated in Schedule A, is subject to cumulative annual upward adjustments in the manner and to the extent specified in Section 2.
2. The Amount of Insurance then in force will increase by ten percent (10%) of the Amount of Insurance originally shown in Schedule A each year for the first five years following the Date of Policy shown in Schedule A, up to one hundred fifty percent (150%) of the Amount of Insurance shown in Schedule A, less the amount of any claim paid under the policy, which, under the terms of the Conditions, reduces the Amount of Insurance in force. Such annual increases shall occur on the anniversary of the Date of Policy shown in Schedule A.
3. In the settlement of any claim against ATG under the policy, the Amount of Insurance in force shall be deemed to be the amount that is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by ATG of the first notice of such claim, whichever shall first occur.
4. This endorsement shall be effective only if one of the following conditions exists at the Date of Policy:
 - a. the Land described in this policy is a parcel on which there is located only a one-to-four family residential structure (including any improvements on the Land related to such residential use) in which the insured owner resides or intends to reside; or
 - b. the Land consists of a residential condominium unit in which the insured owner resides or intends to reside, including any common elements related to the unit's residential use.

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.

Date

Member No.

Signature of Member or Authorized Signatory

Endorsements: Form 2029 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
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<u>#2029: Legal Description Endorsement</u>		X	X	
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NOTES:

Coverage: This endorsement insures that the legal descriptions on Schedule A of the policy and on the mortgage, trust deed or deed of conveyance are the same.

Procedure: This endorsement may be issued on Owner's or Loan Policies. To issue this endorsement, make sure that the legal descriptions on Schedule A of the policy and on the mortgage, trust deed or deed of conveyance are the same. The member attorney should make the final determination in this matter. If you are having difficulty determining whether the two legal descriptions are the same, you may want the advice of a surveyor.

Questions? [Contact an Underwriter](#).

ENDORSEMENT



Policy No.:

State Issued:

LEGAL DESCRIPTION ENDORSEMENT

The Company insures the insured against actual loss or damage sustained by the insured by reason of any inaccuracy in the following assurance:

The land described in Schedule A, and the land described in the mortgage, trust deed, or deed of conveyance, are legally identical to the land described in Schedule A despite differences in the language employed in the description of the land.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

ENDORSEMENT



Policy No.:

State Issued:

ALTA 22-06 LOCATION ENDORSEMENT

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

_____ (Description of Improvement)
known as _____, (Property Address)

to be located on the Land at Date of Policy.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2030-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
#[2030-06]: Location Endorsement 1 (ALTA 22-06)	X		X	

NOTES:

Coverage: This endorsement assures the lender of the type of improvement located on the land and the street address of the property.

Procedure: This endorsement may be issued on commitments and Loan Policies. To issue this endorsement, you must have information for your title file about the type of improvement located on the land and the street address of the property. In locations where a boundary survey is not standard procedure (outside Chicago and the collar counties, for residential property), you may rely on the listing agreement, appraisal, real estate tax bill or tax maps to verify this information. Use care in reviewing this information and reconciling conflicting information, as mistakes in the street address are a source of claims. Always confirm with the seller or owner, where possible, that the information you have collected is correct.

Questions? **Contact an Underwriter.**

Endorsements: Form 2118-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2118-06: Multiple Tax Parcel Endorsement</u>		X	X	

NOTES:

Coverage: This endorsement is issued if the land consists of multiple tax parcels. It insures against loss if (1) the parcels are not assessed for real estate tax purposes as the tax identification numbers; (2) the parcels are taxed with any other land; or (3) the easements, if any, described in Schedule A can be cut off by non-payment of real estate taxes or assessments against the servient estate.

Procedure: This endorsement may be issued on Owner's or Loan Policies. To issue this endorsement:

1. Verify by review of tax records or tax search that each parcel is taxed as a separate tax parcel;
2. Verify by review of tax records or tax search that each parcel is not taxed with other land;
3. Show the Tax Identification Number for each parcel in paragraph one of the endorsement;
4. You must verify that real estate taxes and assessments against the servient estate for any insured easement were paid through the year that the easement was recorded and follow the **underwriting guidelines for insuring an easement**.

Questions? **Contact an Underwriter**.

ENDORSEMENT



Policy No.:

State Issued:

ALTA 18.2-06 MULTIPLE TAX PARCEL ENDORSEMENT

The Company insures against loss or damage sustained by the Insured 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(s): _____

Tax Identification Number(s): _____

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2060-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2060-06: Planned Unit Development Endorsement 2 (ALTA 5.1-06)</u>		X	X	

NOTES:

Coverage: This endorsement contains the same basic insurance coverages as detailed in ALTA Endorsement 5-06. The only difference is that ALTA Endorsement 5.1-06 does not insure the priority of the lien of the insured mortgage over *future* owner's assessments. Rather, it insures against loss or damage by reason of any homeowner's charges or assessments which are due and unpaid *at date of policy*.

Planned unit developments may contain detached single family residences, as well as town homes and condominiums. This endorsement

1. Provides coverage against loss caused by a present violation of certain restrictions;
2. Insures against loss arising from lack of priority of the insured mortgage lien over the lien for homeowner's association assessments;
3. Covers losses due to the enforced removal of an existing structure because of an encroachment; and
4. Covers losses from failure of title caused by the exercise of any right of first refusal.

If after reviewing the relevant documentation, if it is determined that one or more of the coverages may not be provided, it is possible to issue a modified version of this endorsement which deletes those coverages that may not be provided.

Procedure: This endorsement may be issued on Loan or Owner's Policies. To issue this endorsement, determine that each insuring clause has, in fact, been satisfied. You must:

1. Examine any covenants, conditions and restrictions of record to determine that there are no violations and no forfeiture or right of reversion (paragraph 1);
2. Obtain a letter from the managing association that all assessments that may be levied against the premises have been paid through the date of recording the deed or mortgage (paragraph 2) and that any right of first refusal has been waived (paragraph 4); and
3. Examine **the survey evidence that is required for the transaction**, either a current survey or an Affidavit in Lieu of Survey, (paragraph 3) for encroachments onto either adjoining land or onto easements. Raise Schedule B exceptions for any encroachments you find. Determine whether those encroachments may be insured through a review of our **Encroachment Underwriting Guidelines for Loan Policies** or **for Owner's Policies**, and/or contacting the Underwriting Department. If all encroachments onto adjoining land or onto easements are insurable, then this endorsement may be issued.

Questions? **Contact an Underwriter.**

ENDORSEMENT



Policy No.:

State Issued:

ALTA 5-06 PLANNED UNIT DEVELOPMENT – ASSESSMENTS PRIORITY ENDORSEMENT

The Company insures against loss or damage sustained by the Insured 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 Policy and is not excepted in Schedule B.
2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of owners that are provided for in any document referred to in Schedule B over the lien of any Insured 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 Policy.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: 2034-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2034-06: Planned Unit Development Endorsement 1 (ALTA 5-06)</u>				X

NOTES:

Coverage: Planned unit developments may contain detached single family residences, as well as town homes and condominiums. This endorsement

1. Provides coverage against loss caused by a present violation of certain restrictions;
2. Insures against loss arising from lack of priority of the insured mortgage lien over the lien for homeowner's association assessments;
3. Covers losses due to the enforced removal of an existing structure because of an encroachment; and
4. Covers losses from failure of title caused by the exercise of any right of first refusal.

If after reviewing the relevant documentation it is determined that one or more of the coverages may not be provided, it is possible to issue a modified version of this endorsement which deletes those coverages that may not be provided.

Procedure: This endorsement may be issued on Loan Policies only. To issue this endorsement, determine that each insuring clause has, in fact, been satisfied. You must:

1. Examine any covenants, conditions and restrictions of record to determine that there are no violations and no forfeiture or right of reversion (paragraph 1);
2. Obtain a letter from the managing association that all assessments that may be levied against the premises have been paid through the date of recording the deed or mortgage (paragraph 2) and that any right of first refusal has been waived (paragraph 4); and
3. Examine **the survey evidence that is required for the transaction**, either a current survey or an Affidavit in Lieu of Survey, (paragraph 3) for encroachments onto either adjoining land or onto easements. Raise Schedule B exceptions for any encroachments you find. Determine whether those encroachments may be insured through a review of our **Encroachment Underwriting Guidelines for Loan Policies** and/or contacting the Underwriting Department. If all encroachments onto adjoining land or onto easements are insurable, then this endorsement may be issued.

Questions? **Contact an Underwriter.**

ENDORSEMENT



Policy No.:

State Issued:

ALTA 5.1-06 PLANNED UNIT DEVELOPMENT – CURRENT ASSESSMENTS ENDORSEMENT

The Company insures against loss or damage sustained by the Insured 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 Policy 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 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 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 Policy.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2062 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2062: Survey Endorsement (ALTA 25-06)</u>		X	X	

NOTES:

Coverage: This endorsement insures that the survey covers the insured land.

Procedure: This endorsement may be issued on either Owner's or Loan Policies. This endorsement may be issued upon the satisfactory conclusion that, despite minor language differences in the legal description described in Schedule A of the policy and the survey, the land described in Schedule A and the survey are identical. The surveyor may supply you with that opinion, in writing, for the title file.

Questions? **Contact an Underwriter.**

ENDORSEMENT



Policy No.:

State Issued:

ALTA 25-06 SAME AS SURVEY ENDORSEMENT

The Company insures the insured against loss or damage sustained by the insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by _____, dated _____, and designated as Job/Order No. _____.

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2117-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>#2117-06: Single Tax Parcel Endorsement</u>		X	X	

NOTES:

Coverage: This endorsement insures situations in which the land described in Schedule A does not constitute a single parcel for real estate tax purposes, separate and apart from other property, or in the event that the permanent tax number (PIN) identified in the endorsement affects other land in addition to the insured land.

Procedure: This endorsement may be issued on Owner's or Loan Policies. To issue this endorsement, please review the Sidwell or tax map to verify that the PIN corresponds to the legal description and the PIN covers no other additional property. Further, check to see that no other PIN covers the land described in Schedule A.

Questions? [Contact an Underwriter](#).

ENDORSEMENT



Policy No.:

State Issued:

ALTA 18-06 SINGLE TAX PARCEL ENDORSEMENT

The Company insures against loss or damage sustained by the Insured 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 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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2038 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
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<u>#2038: Standard Exception Waiver Endorsement 1</u>		X		
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NOTES:

Coverage: This endorsement waives the five standard exceptions that always appear on Schedule B of the Owner's Policy. The waiver of the standard exceptions is sometimes referred to as "extended coverage." The five standard exceptions read as follows:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any matters that would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law, and not shown by the public record.
5. Taxes or special assessments that are not shown as existing liens by the public records.

Procedure: This endorsement may be issued only on Owner's Policies for residential property (four or fewer residential units). To issue this endorsement, follow ATG's **underwriting guidelines for providing extended coverage**, by taking the following steps:

1. Obtain a current **ALTA Statement**, signed by the seller(s), buyer(s) and lender. Read the ALTA statement and raise Schedule B exceptions for any adverse matters it reveals.
2. If the ALTA statement reveals that work, which could result in a mechanics' lien, has been completed on the property within the last four months, require sworn statements from the **owner** and **general contractor** indicating all persons who worked on the property. Obtain **final lien waivers** for all the work completed.
3. Inspect a current boundary survey, completed within the last 6 months. Look for easements, setback lines, encroachments, possible boundary disputes, etc. Raise Schedule B exceptions for all easements, setback lines, encroachments onto easements, violations of setback lines, encroachments onto adjoining property, encroachments from adjoining property onto the insured land, etc. Waive any exceptions for encroachments per the **underwriting guidelines for insuring encroachments on Owner's Policies**.
4. Search for special assessments and taxes and raise any you find as exceptions on Schedule B.

For a full discussion of waiving the Standard Exceptions and the required documentation, see ATG's **underwriting guidelines for providing extended coverage**.

Questions? **Contact an Underwriter**.

ENDORSEMENT



Policy No.:

State Issued:

STANDARD EXCEPTION WAIVER ENDORSEMENT

Standard Exceptions _____ have been deleted.
Exception Number(s)*

** Enter exception(s) to be deleted.*

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.

Date

Agent No.

Signature of Agent or Authorized Signatory

Endorsements: Form 2039-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>2039 Zoning – Unimproved Land Endorsement (ALTA 3-06)</u>		X	X	

NOTES:

Coverage: Matters of zoning are excluded from coverage under paragraph 1 of the Exclusions from Coverage. The Zoning - Unimproved Land Endorsement (ALTA Form 3-06) modifies the exclusions by insuring that the premises are classified in the particular zone that is specified in the endorsement. Additionally, the endorsement delineates the use or uses that are permitted under the property's zoning classification.

There is no liability under this endorsement based upon: 1) the failure to comply with the requirements of the zoning ordinances; 2) the entry of a final decree of a court invalidating the zoning ordinances, but only if the decree does not also prohibit such use or uses, (i.e., although the zoning ordinance may be held invalid, if the use is allowed to continue, there is no liability under the endorsement); and 3) the refusal any person to purchase, lease, or lend money on the premises in question due to a failure of the specific assurances in the zoning endorsement.

Procedure: This endorsement may be issued on both the Owner's and Loan Policies. In order to issue this endorsement, examine the zoning maps and ordinances for the municipality in which the property is located (or the county if the property is in an unincorporated area). Determine the zoning designation for the subject property and list that designation in paragraph 1.a. of the endorsement. Then determine, pursuant to the zoning ordinances for that zone, which uses are permitted and list them in paragraph 1.b. of the endorsement.

Consult the **Commercial Endorsement Rates** for the risk premium to remit to ATG on this endorsement.

Zoning coverage involves the assumption of a unique risk. Do not rely upon the zoning coverage provided under a prior policy by another title insurer.

Questions? **Contact an Underwriter.**

ENDORSEMENT



Policy No.:

State Issued:

ALTA 3 ZONING ENDORSEMENT

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 Policy.
2. The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
 - 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 policy.

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.

_____ Date

_____ Agent No.

_____ Signature of Agent or Authorized Signatory

Endorsements: Form 2040-06 Instructions

<i>Form Number/Name</i>	<i>Comt.</i>	<i>Owner's</i>	<i>Loan</i>	<i>Const.</i>
<u>2040-06: Zoning – Completed Structure Endorsement (ALTA 3.1-06)</u>		X	X	

NOTES:

Coverage: Matters of zoning are excluded from coverage under paragraph 1 of the Exclusions from Coverage. This Zoning – Completed Structure Endorsement (ALTA 3.1-06) modifies the exclusions by insuring certain aspects of zoning.

The first paragraph of this endorsement provides that the premises are classified in the particular zone that is specified in the endorsement and it delineates the use or uses that are permitted in that zone. There is no liability under this paragraph of the endorsement based upon: 1) the failure to comply with the requirements of the zoning ordinances; 2) the entry of a final decree of a court invalidating the zoning ordinances, but only if the decree does not also prohibit such use or uses, (i.e., although the zoning ordinance may be held invalid, if the use is allowed to continue, there is no liability under the endorsement); and 3) the refusal any person to purchase, lease, or lend money on the premises in question due to a failure of the specific assurances in the zoning endorsement.

The second paragraph of the endorsement insures indemnifies the insured for loss suffered by reason of the entry of a court order prohibiting the use of the land as described in the endorsement. Furthermore, it indemnifies the insured in the event that such a court order requires an alteration or complete removal of the improvements due to the fact that the improvements violate the zoning ordinance regarding (1) area, width, or depth of the land; (2) floor space area of the building; (3) setback requirements; (4) height of the building; and (5) number of parking spaces.

There is no liability under paragraph 1 of the endorsement based upon the failure to comply with the requirements of the zoning ordinances, and there is no liability under either paragraph 1 or 2 based upon: 1) the entry of a final decree of a court invalidating the zoning ordinances, but only if the decree does not also prohibit such use or uses, (i.e., although the zoning ordinance may be held invalid, if the use is allowed to continue, there is no liability under the endorsement); and 2) the refusal any person to purchase, lease, or lend money on the premises in question due to a failure of the specific assurances in the zoning endorsement.

Procedure: You may issue the Zoning Endorsement 3.1 on Owner's or Loan Policies if there are improvements on the property. You may not issue it on vacant land or construction projects.

In order to issue this endorsement, examine the zoning maps and ordinances for the municipality in which the property is located (or the county if the property is in an unincorporated area). Determine the zoning designation for the subject property and list that designation in paragraph 1.a. of the endorsement. Then determine, pursuant to the zoning ordinances for that zone, which uses are permitted and list them in paragraph 1.b. of the endorsement.

To give the coverage under paragraph 2 of this endorsement, determine that the improvements on the land comply with all of the zoning ordinances for that zone regarding the following:

1. area, width, or depth of the land;

2. floor space area of the building;
3. setback requirements;
4. height of the building; and
5. number of parking spaces.

To make this determination, you will need to examine a survey. If the survey does not disclose the appropriate information, an on-site inspection may be required. It may be necessary to obtain an architect's or engineer's certification regarding these four items if there are any questions about compliance. This endorsement requires a substantial amount of work and pre-closing planning.

Consult the **Commercial Endorsement Rates** for the risk premium to remit to ATG on this endorsement.

Zoning coverage involves the assumption of a unique risk. Do not rely upon the zoning coverage provided under a prior policy by another title insurer.

Questions? **Contact an Underwriter.**

ENDORSEMENT



Policy No.:

State Issued:

ALTA 3.1 ZONING – COMPLETED STRUCTURE ENDORSEMENT

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 Policy.
2. The Company insures against loss or damage sustained by the Insured in the event that, at the Date of Policy:
 - a. According to the Zoning Ordinance, the Land is not classified Zone _____;
 - b. The following use or uses are not allowed under that classification:
 - c. There is no liability under Section 2.b. if the use or uses are not allowed as the result of any 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 2.c. does not modify or limit the coverage provided in Covered Risk 5.
3. The Company further insures against loss or damage sustained by the Insured by reason of a final decree of a State or federal court having jurisdiction either prohibiting the use of the Land, with any existing structure, as specified in Section 2.b. or requiring the removal or alteration of the structure because, at the Date of Policy, the Zoning Ordinance has been violated with respect to any of the following matters:
 - a. The area, width, or depth of the Land as a building site for the structure;
 - b. The floor space area of the structure;
 - c. A setback of the structure from the property lines of the Land;
 - d. The height of the structure; or
 - e. The number of parking spaces.
4. There is no liability under this endorsement based on:
 - a. 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.
 - b. The refusal of any person to purchase, lease, or lend money on the Title covered by this policy.

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.

_____ Date

_____ Agent No.

_____ Signature of Agent or Authorized Signatory