REDLINE OF 2021 HOMEOWNER'S POLICY 07-30-2021 AGAINST 12-02-2013

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

For a one-to-four family residence

Lissued by BLANK TITLE INSURANCE COMPANY

This OWNER'S INFORMATION SHEET policy, when issued by Us with Your-Title Insurance Policy is a legal contract between YouPolicy Number and Us. It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A Date of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed beginning on page — of the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions On Page _____
- Exclusions on page ___
- Conditions on pages __ and ___.

You should keep the Policy, is valid even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS ON PAGE ...

The premium for this Policy is paid once. No additional premium is owed for the Policy.

-policy or any endorsement to

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy—and not this sheet—is the legal document.

YOU SHOULD READ THE POLICY VERY CAREFULLY.

If You have any questions about Your Policy, contact:

HOMEOWNER'S POLICY OF TITLE INSURANCE

For a one-to-four family residence

Issued By

BLANK TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION

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HOMEOWNER'S POLICY OF TITLE INSURANCE For a one-to-four family residence Issued By BLANK TITLE INSURANCE COMPANY

As soon as You Know of anything that might be covered by this Policypolicy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions. Condition 3.

OWNER'S

COVERAGE STATEMENT

This Policy insures

SUBJECT TO THE PROVISIONS SET FORTH BELOW, We insure You against actual loss, including any costs, atterneys' fees and expenses provided under this Policy. The loss must result or damage resulting from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the eventif the matter creating the risk exists on the <u>Date of Policy Date</u> or, to the extent expressly stated in <u>any Covered Risks Risk</u>, after the <u>Date of Policy Date</u>. We will also pay the costs, attorneys' fees, and expenses provided for under this policy.

Your insurance is effective on the Date of Policy.

This policy covers You only if the Land is improved with an existing one-to-four family residence and each party named in Item 1 of Schedule A is a Natural Person or Estate Planning Entity.

Your insurance is further limited by all of the following:

The Policy

- Amount of Insurance
- For Covered RiskRisks 16, 18, 19, and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A

The

- Exceptions <u>from Coverage</u> in Schedule B
- Our Duty Toto Defend Against against Legal Actions

The

• Exclusions on page from Coverage

133 The



Conditions on pages and

135 136 137

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COVERED RISKS

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The Covered Risks are:

140 141 142

1. Someone else owns an interest in Your Title.

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2. Someone else has rights a right affecting Your Title because of leases, contracts a lease, contract, or options. option.

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3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.

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4. Someone else has an Easement on the Land.

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5. Any of Covered Risks 1 through 4 occurring after the Date of Policy.

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Someone else has a right to enforce a Covenant to limit Your use of the Land. 6.

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7. Your Title is defective.

156 157 Some examples of these title defects are:

Someone someone else's failure to have authorized a transfer or conveyance of your Your Title. a.

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b. a defective judicial or administrative proceeding.

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c. a document-by, including an electronic means. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.

d. A document upon, on which Your Title is based:

i.

was signed using a falsified, expired, or otherwise invalid power of attorney-; e. A document upon which Your Title is based

165 166 ii. was not properly authorized, executed, created, signed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered; or

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was not properly filed, recorded, or indexed in the Public Records. iii. A defective judicial or administrative proceeding.

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Any of Covered Risks 1 through 6 occurring after the Policy Date.

172 173 174 d. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.

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Someone else has a lien on Your Title, including a: . Some examples of liens are: 8.

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- a lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are a. due or payable, but unpaid;
- b. a Mortgage:
- a judgment, state lien; C.
- a State or federal tax lien; d.
- a charge by a homeowner's or condominium association; or e.

f. a statutory lien, occurring attaching before or after the Policy Date of Policy, for service, labor-and, material-, or equipment in connection with an improvement or work related to the Land and furnished before the Policy Date Of Policy.

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- **9.** Someone else has an encumbrance on Your Title.
- **10.** Someone else claims to have <u>rightsa right</u> affecting Your Title because of fraud, duress, incompetency, or incapacity.
- 11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
- 12. You are forced to correct or remove an or remedy a violation, existing violation at the Date of Policy, of any covenant, condition or restriction affecting the LandCovenant, even if the covenant, condition or restrictionCovenant is excepted in Schedule B. However, You are not covered for any violation that relates to: a. any of an obligation contained in a Covenant:
 - a. to perform maintenance or repair on the Land; or
 - b. <u>relating to</u> environmental protection of any kind, including hazardous or toxic conditions or substances unless there is a notice of either of these violations recorded in the Public Records, describing any part of the Land, claiming a violation exists. at the Date of Policy, and then, Our liability for this-Covered Risk 12 is limited to the extent of the violation stated described in that notice.
- 13. Your Title is lost or taken because of a violation, existing at the Date of Policy, of any covenant, condition or restriction, which occurred before You acquired Your TitleCovenant, even if the covenant, condition or restrictionCovenant is excepted in Schedule B.
- 14. The violation or enforcement of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning:
 - c. land use;
 - d. improvements on the Land;
 - e. land division; or
 - f. environmental protection,

if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the any law or regulation. Our liability for this Covered Risk is limited ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement stated in that notice. described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:

- a. the occupancy, use, or enjoyment of the Land;
- b. the character, dimensions, or location of an improvement on the Land;
- c. the subdivision of the Land; or
- d. <u>environmental remediation or protection on the Land.</u>
- 15. An enforcement action based on the exercise of a governmental forfeiture, police, regulatory, or national security power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited, but only to the extent of the enforcement action stated in that notice described by the enforcing governmental authority in an Enforcement Notice.
- **16.** Because of <u>an existinga</u> violation <u>existing at the Date of a Policy of a State or Municipal</u> subdivision law or State or Municipal subdivision regulation affecting the Land:

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- a. You are unable to obtain a building permit; from a Municipal authority;
- You are required ordered by a State or Municipal authority to correct or remove or remedy the violation;
- c. someone else has a legal right to, and does, refuserefuses to perform a contract to purchase the Land, lease it Land, or make a Mortgage mortgage loan on it. the Land, based on that violation.

The <u>amount Amount</u> of <u>Your insurance Insurance</u> for <u>this Covered Risk 16</u> is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

- 17. You lose Your Title to any partportion of the Land to an enforcement authority because of an exercise of the rightpower to take the Land by condemning it, if: condemnation, but only to the extent:
 - a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - a. of the taking happened described in an Enforcement Notice; or
 - b. <u>the taking occurred</u> before the <u>Date of Policy Date and the Date and the Date and the Date of Policy Date and the Date of Date of Date and the Date of Date of Date and the Date of Date of Date of Date and Date of Date of</u>
- 18. You are forced ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures, or any part of them other than boundary walls or fences—because any portion of Your existing structures was built without obtaining a building permit from the proper government office. Municipal authority. The amount Amount of Your insurance Insurance for this Covered Risk 18 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- 19. You are forced ordered by a State or Municipal authority to remove or remedy any portion of Your existing structures, or any part of them, because they violate an existing State or Municipal zoning law or State or Municipal zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance The Amount of Insurance for this-Covered Risk 19 is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- 20. You cannot are not able to use the Land because use as a single-family residence violates an existing State or Municipal zoning law or State or Municipal zoning regulation.
- 21. You are forced to remove <u>any portion of</u> Your existing structures because they encroach onto Your neighbor's land. —If the encroaching structures are boundary walls or fences, the <u>amountAmount</u> of <u>Your insuranceInsurance</u> for <u>this-Covered Risk 21</u> is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
- 22. Someone else hasexercises a legal right to, and does, refuserefusing to perform a contract to purchase the Land, lease it, or make a Mortgage loan on itthe Land because Your neighbor's existing structures encroach onto the Land.
- 23. You are forced to remove <u>any portion of Your existing structures which that</u> encroach onto an Easement or over a building set-back line, even if the Easement or building set-back line is excepted in Schedule B.
- 24. Your existing structures are damaged because of the exercise of athe right to maintain or use any Easement affecting the Land-Your Title, even if the Easement is excepted in Schedule B.
- 25. Your existing improvements (or a replacement or modification made to them after the Date of Policy-Date), including lawns, shrubbery or trees, are damaged because of the future exercise of athe-right to use the surface of the Land for the extraction or development of oil, gas, minerals, watergroundwater, or any other subsurface substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.

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- 26. Someone else tries to enforce a discriminatory covenant, condition or restriction Discriminatory Covenant that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
- 27. A <u>State or Municipal</u> taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the <u>Date of Policy Date</u> because of construction or a change of ownership or use, that occurred before the <u>Date of Policy Date</u>.
- **28.** Your neighbor builds any structures after the <u>Date of Policy Date other than boundary walls or fences which that encroach onto the Land.</u>
- 29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it, or make a Mortgage mortgage loan on it. the Land.
- **30.** Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar state-or-federal creditors' rights <a href="laws.-
- **31.** The residence with the <u>address Property Address</u> shown in Schedule A is not located on the Land at the <u>Date of Policy Date.</u>
- 32. Any defect in or lien or encumbrance on the Title that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.
- 33. The map, if any, attached to this Policypolicy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action, only as to that <u>partportion</u> of the <u>legal</u> action <u>which</u> or a <u>matter that</u> is based on a Covered Risk and <u>whichthat</u> is not excepted or excluded from coverage in this <u>Policy. policy.</u> We will pay the costs, <u>atterneys'attorneys'</u> fees, and expenses We incur in that defense.

We will not pay for any partportion of the legal action which for a matter that is not based on a Covered Risk or which that is excepted or excluded from coverage in this Policy. policy.

We can end Our duty to defend Your Title under Section Condition 4 of the Conditions...

THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES SCHEDULE A AND SCHEDULE B.

[Witness clause optional]]

BLANK TITLE INSURANCE COMPANY



340			
341	By:		
342		[Authorized Signatory]	
343			
344	By:		
345		[Authorized Signatory]	
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EXCLUSIONS FROM COVERAGE

In addition to the Exceptions in Schedule B, You

The following matters are excluded from the coverage of this policy and We will not insured against pay loss or damage, costs, attorneys' fees, andor expenses resulting from: that arise by reason of:

Governmental

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- a. <u>any law, ordinance, permit, or governmental regulation (including those relating to building and zoning)</u> that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. <u>environmental remediation or protection.</u>
- b. any governmental forfeiture, police-, or regulatory, or national security power, and-
- c. the existence or effect of a violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage described inprovided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.

- **3.** Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. <u>attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or</u>
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to gualify You as a bona fide purchaser of the Title at the Date of Policy.
- 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. <u>in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.</u> Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
- 5. The failure of Your existing structures, or any part portion of them Your existing structures, to behave been constructed before, on, or after the Date of Policy in accordance with applicable building codes. This Exclusion 5 does not modify or limit the coverage described in provided under Covered Risk 14 or 15.
 - 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 - Risks:



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- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. LackAny claim, by reason of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 operation of Schedule A;
 and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.law, that the transfer of the Title to You is a:
 - a. <u>fraudulent conveyance or fraudulent transfer;</u>
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
- 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- **8.** Negligence by a person or an Entityentity exercising a right to extract or develop oil, gas, minerals, watergroundwater, or any other substances, subsurface substance.
- 9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27. HOMEOWNER'S POLICY OF TITLE INSURANCE

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10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

DEFINITIONS

- a. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 6.d. or 10 or decreased by Condition 7.d. or 7.e.; or increased or decreased by endorsements to this policy.
- b. "Covenant": A covenant, condition, restriction, or limitation affecting the Title in a document or instrument in effect at the Date of Policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Easement the": The right of someone else to use any part of the Land for a special specified purpose.
- f. <u>"Enforcement Notice": A document recorded in the Public Records at the Date of Policy that describes</u> any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation; or
 - ii. is issued by a holder of the power of eminent domain condemnation or a governmental agency that identifies the exercise of a governmental power.
- g. "Estate Planning Entity—a": A legal entity, a trust, or Trusta trustee of a trust, if the entity or trust is established by a Natural Person for estate—the purpose of planning the disposition of that person's estate.
 - <u>Known</u> things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- h. "Insured": The Insured named in Item 1 of Schedule A and also the parties identified in Condition 2.b.
- i. <u>"Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by Public Records.</u>
- j. "Land the": The land or condominium unit described in paragraph ltem 3 of Schedule A and any improvements located on the that Land which are at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage—a": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument—, including one evidenced by electronic means authorized by law.
- I. "Municipal": A political subdivision of a State, such as a city, county, parish, town, or village.
- m. "Natural Person a": A human being, not a commercial or legal organization or entity. Natural Person
- n. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- o. <u>"State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes a trustee of a Trust even if the trustee is not a human being. the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.</u>
 - g. Policy Date the date and time shown in Schedule A. If the insured named in Schedule A first

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acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.

- h. <u>Public Records</u> records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- p. <u>"Title": The estate or Title the ownership of Your interest in the Land, as shown identified in Item 2 of Schedule A.</u>
 - j. Trust a living trust established by a Natural Person for estate planning.
- q. "We½," "Our½," or "Us—": <u>Blank Title Insurance Company</u>.
 l. <u>You/Your</u> the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.
- r. "You" or "Your": The Insured.

2. CONTINUATION OF COVERAGE

- a. This Your coverage under this policy continues as of the Date of Policy insures, so long as You forever, even after You no longer have:
 - i. own Your Title-;
 - ii. own an obligation secured by a purchase money Mortgage given by a purchaser from You; or
 - iii. <u>have liability for warranties of title given by</u> You cannot assign this Policy to anyone else. in any transfer or conveyance of Your Title.
- b. This Policypolicy also insures:
 - i. anyone who inherits receives Your Title because by operation of law upon Your death;
 - ii. Your spouse who receives Your Title because of a dissolution of Your marriage;
 - (3) the trustee or successor trustee of
 - iii. Your Trust or any Estate Planning Entity created for You to whom or to which You transfer Your Title after the Date of Policy Date;
 - (4) the beneficiaries
 - iv. <u>any beneficiary or distributee</u> of Your <u>Trust upon</u> <u>Estate Planning Entity who receives</u> Your death; or <u>Title</u>:
 - v. anyone who receives Your Title by a transfer effective on upon Your death as authorized provided by law—; or
 - vi. another Insured named in Item 1 of Schedule A.
- c. We may assert against the insuredsany Insured identified in SectionCondition 2.b. any rights and defenses that We have against any previous insuredInsured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim
 - (1) As
 - i. <u>You must notify Us promptly in writing as</u> soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing. <u>policy.</u>
 - ii. Send Your notice to-:

Blank Title Insurance Company

Attention: -Claims Department-

Please include the Your Policy number Number shown in Schedule A , and the county and state State where the Land is located. -Please enclose a copy of Your this policy, if available.

iii. If You do not give Us prompt notice, Your coverage will may be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.



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b. Proof of Your Loss

- We may require You to give Us a written statement signed by You describing Your loss which that includes:
 - (a). the basis of facts supporting Your claim;
 - (b). the Covered Risks which resulted in that apply to Your loss; claim;
 - (c). the dollar amount of Your loss; and
 - (d). the method You used to compute the amount of Your loss.
- ii. We may require You to make available to Us records, checks, letters, contracts, insurance policies, and other papers which relaterelating to Your claim. -We may make copies of these papers.
- iii. We may require You to answer questions about Your claim under oath.
- iv. If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage you failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- After We receive Your notice or otherwise learn of a claim covered by this policy, and after subtracting Your Deductible Amount, if it applies, Our choices include one or more of the following:
 - i. pay the claim;
 - ii. negotiate a settlement;
 - iii. bring or defend a legal action related to the claim;
 - iv. pay You the amount required by this policy;
 - v. <u>end the coverage of this policy for the claim by paying You Your loss determined in Condition</u> 6.a., as applicable, resulting from the Covered Risk;
 - vi. end the coverage described in Covered Risk 16, 18, 19, or 21 by paying You Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk;
 - vii. end all coverage of this policy by paying You the Amount of Insurance then in force; or
 - viii. <u>take other appropriate action, including to cure or otherwise resolve the covered matter giving rise to the claim.</u>
- b. When We choose the options in Condition 4.a.v., 4.a.vi., or 4.a.vii., all Our liability and obligations to You under this policy terminate, including Our obligation to defend or continue any legal action. In addition, We will pay any costs, attorneys' fees, and expenses that were authorized by Us up to that time and that We are obligated to pay.
- c. Whether or not We agree there is coverage, We may choose one or more of the options above. By doing so, We do not give up any rights. will

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. <u>If You fail or refuse to cooperate with Us, Your coverage may</u> be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
 - (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;



REDLINE OF 2021 HOMEOWNER'S POLICY 07-30-2021 AGAINST 12-02-2013

- (4) Pay You the amount required by this Policy;
- (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which
- c. We are obligated to pay;
- (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
- (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
- (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
 - c. We are required to repay You only for those amounts, including settlement costs, attorneys' fees, and expenses, that We approve in advance.
 - d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. -We can appeal any decision to the highest level. -We do not have to pay Your claim until the legal action is finally decided. a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION

 6. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF OUR LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by You by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. We are not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

a. After subtracting Your Deductible Amount, if it applies, We will pay no more than Our liability for Your loss or damage is limited to the least of:

(1) Your actual loss;

- i. the difference between the fair market value of Your Title, as insured, and the fair market value of Your Title subject to the matter insured against by this policy;
- ii. Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19, or 21; or
- iii. the Policy Amount of Insurance then in force.

and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.

- b. Except as provided in Condition 6.c. or 6.d., the fair market value of Your Title in Condition 6.a.i. is calculated using the date You discover the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then You may, by providing Us written notice, elect to use the Date of Policy as the date for calculating the fair market value of Your Title in Condition 6.a.i.
- d. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions 4.a.iii. and 4.a.viii. and are unsuccessful in establishing the Your Title, as insured:
 - i. the Policy Amount of Insurance then in force will be increased by 1015% of the Policy Amount of Insurance shown in Schedule A₇₁ and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
 - (2) Regardless of 6.c.(1) above, if
 - ii. You may, by providing Us written notice, elect, as an alternative to the dates set forth in Condition 6.b. or, if it applies, 6.c., to use either the date the settlement, action, proceeding, or other act described in Conditions 4.a.iii. and 4.a.viii. is concluded or the date the notice of claim required by Condition 3 is received by Us as the date for calculating the fair market value of Your Title in Condition 6.a.i.
 - e. In addition to the extent of liability for loss or damage under Conditions 6.a.,
 - We will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions
 4 and 5; and
 - ii. if You cannot are unable to use the Land because of a claim covered by this Policy: policy:



- (a). You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (1). the cause of the claim is removed; or
 - (2). We pay You the amount required by this Policy. policy. If Your claim is covered only under Covered Risk 16, 18, 19, or 21, that payment is the amount Amount of Your insurance Insurance then in force for the particular Covered Risk.
- (b). We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25fifty (50)) miles from the Land, and repair of any damage to that personal property because of the relocation. -The amount We will pay You under this paragraph Condition 6.e.ii.(b). is limited to the value of the personal property before You relocate it.

7. LIMITATION OF OUR LIABILITY

- a. Other than as provided in Condition 6.e., if We remove the cause of the claim after receiving notice of the claim, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
- b. We are not liable for loss or damage arising out of any litigation, including litigation by Us or with Our consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. We are not liable for loss or damage to You for liability voluntarily assumed by You in settling any claim or suit without Our prior written consent.
- d. All payments We make under this Policy reduce the Policy Amount of Insurance then in force, except for costs, attorneys' fees, and expenses. -All payments We make for claims which are covered only under Covered Risk 16, 18, 19, or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees, and expenses.
- e. If We issue, or have issued, a Policypolicy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 - i. We have the right to pay any amount due to You under this Policypolicy to the owner of the Mortgage, and any amount paid shallwill be treated as a payment to You under this Policypolicy, including under SectionCondition 4.a. of these Conditions;
 - ii. any amount paid to the owner of the Mortgage shallwill be subtracted from the Policy Amount of Insurance then in force-; and
 - iii. if Your claim is covered only under Covered Risk 16, 18, 19, or 21, any amount paid to the owner of the Mortgage shallwill also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.
- g. We are not liable for the content of the Transaction Identification Data, if any. Condition 7.g. does not modify or limit the coverage provided under Covered Risk 31.

8. TRANSFER OF YOUR RIGHTS TO US

- a. When If We settle and pay Your claim, We have all the rights and remedies You have against any person, entity, or property related to the claim. -You must not do anything to affect these rights and remedies. When If We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
 - i. to Us for the costs, attorneys' fees, and expenses We paid to enforce these rights and remedies;
 - ii. to You for Your loss that You have not already collected;
 - iii. to Us for any money We paid out under this Policypolicy on account of Your claim; and
 - iv. to You whatever is left.



d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of warranties, insurance policies, or bonds) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy. policy.

8.THIS

9. POLICY IS THE ENTIRE CONTRACT

- a. This Policy, policy together with anyall endorsements, if any, issued by Us is the entire policy and contract between You and Us. To determine the meaning of In interpreting any part provision of this Policy, You must read the entire Policy policy, this policy will be construed as a whole. This policy and any endorsements. Any changes endorsement to this Policy must be agreed to in writing by Us. policy may be issued by electronic means authorized by law.
- b. Any claim You make against Us must be made under this Policypolicy and is subject to its terms.
- c. Any amendment of this policy must be by a written endorsement issued by Us. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

10. INCREASED POLICY AMOUNT OF INSURANCE

The Policy Amount of Insurance then in force will increase by ten percent (10%) of the Policy Amount of Insurance shown in Schedule A each year for the first five years following the Date of Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount of Insurance shown in Schedule A. The increase each year will happen on the anniversary of the Date of Policy Date shown in Schedule A.

11. SEVERABILITY

If <u>In the event</u> any <u>part provision</u> of this <u>Policy policy</u>, in <u>whole or in part</u>, is held to <u>be legally invalid or</u> unenforceable under applicable law, both You and We can still enforce the rest of this <u>Policy</u>.

12. CHOICE OF LAW AND CHOICE OF FORUM

The State law of the State where the Land is located, or to the extent it controls, federal law, applies to this policy. A court or arbitrator must not apply conflict of law principles to determine the applicable law. Any litigation or other proceeding brought by You against Us must be filed only in a State or federal court having jurisdiction.

13. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

[14. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.



REDLINE OF 2021 HOMEOWNER'S POLICY 07-30-2021 AGAINST 12-02-2013

- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.
 - a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either You or Us. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both You and Us. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
 - b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 14. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
 - c. <u>If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 14, then only that request for particular relief may be brought in court.</u>
 All other requests for relief remain subject to this Condition 14.
 - d. [We will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees][Fees] will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.]

Lacrina Aganti			
Issuing Agent: Issuing Office:			
Issuing Office's AL	TA® Registry ID:		
Issuing Office File			
Property Address:			
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i ne law of the state	3 Where the Land is loca	ated shall apply to this po	DIICY.
	HOMEOW	NER'S POLICY OF TITL	E INSURANCE
	For	a one-to-four family re	sidence
		Issued By	
	BLAN	IK TITLE INSURANCE (COMPANY
		SCHEDULE A	
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Policy No.: Number		Premium: \$	<u>] Policy \$</u>]
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	(whichever is less)	
Covered Risk 18:	% of Amount of Insurance shown in Schedule A or \$ (whichever is less)	<u>\$</u>
Covered Risk 19:	% of Amount of Insurance shown in Schedule A or \$ (whichever is less)	<u>\$</u>
Covered Risk 21:	% of Amount of Insurance shown in Schedule A or \$ (whichever is less)	\$

Property Address of the Land:

882 883

884

885 886

887 888

889

890

- 1. Name of The Insured is:
- 2. Your interest in the Land covered by this Policy is:
- 3. The Land referred to in this Policy policy is described as:

SCHEDULE B HOMEOWNER'S POLICY OF TITLE INSURANCE For a one-to-four family residence
Issued By

SCHEDULE B

BLANK TITLE INSURANCE COMPANY

EXCEPTIONS - FROM COVERAGE

Policy Number:

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

In addition to the Exclusions, from Coverage, this policy does not insure You are not insured against loss, or damage and We will not pay costs, attorneys' fees, and or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

(Insert Schedule B exceptions here)