

ENDORSEMENT

Attached to:
 Policy No:
 Order No:



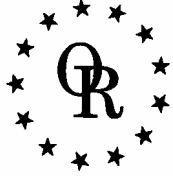
**OLD REPUBLIC NATIONAL
 TITLE INSURANCE COMPANY**
 a Corporation, of Minneapolis, Minnesota

1. This endorsement shall be effective only if at Date of Policy there is located on the land described in the policy a single family residential structure. For the purpose of this endorsement the term "residential structure" is defined as the particular dwelling structure used for residential occupancy by individuals located on the land together with all improvements thereon related to residential use of the property except plantings of any nature, perimeter fences and perimeter walls, and the term "insured owner" is defined as any insured named in Schedule A and, subject to any rights or defenses the Company may have had under the policy and all endorsements, such insured's heirs, distributees, devisees, survivors, personal representatives or next of kin.
2. The Company hereby insures the insured owner of the estate or interest described in Schedule A against loss or damage which the insured owner shall sustain by reason of:
 - a. the existence at Date of Policy of any statutory lien for labor or materials attaching to the estate or interest referred to in Schedule A arising out of any work of improvement on the land, in progress or completed at Date of Policy, except those liens arising out of a work of improvement for which the insured owner has agreed to be responsible.
 - b. the removal of the residential structure or the interference with the use thereof for ordinary residential purposes as the result of a final court order or judgment, based upon the existence at Date of Policy of:
 - (1) any encroachment of said residential structure or any part thereof onto adjoining lands, or onto any easement shown as an exception in Part II of Schedule B of the policy, or onto any unrecorded subsurface easement;
 - (2) any violation on the land of enforceable covenants, conditions or restrictions, provided that this coverage shall not refer to or include the terms, covenants and conditions contained in any lease, sub-lease, or contract of sale referred to in the policy;
 - (3) any violation of applicable zoning ordinances to the extent that such ordinances regulate (a) area, width or depth of the land as a building site for the residential structure; (b) floor space area of the residential structure; (c) set back of the residential structure from the property lines of the land; or (d) height of the residential structure.
 - c. damage to the residential structure resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.

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For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, 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.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By _____
Validating Officer

By

President

Attest

Secretary