

Short Form Residential Loan Policy

ONE-TO-FOUR FAMILY



Issued By Old Republic National Title Insurance Company

Schedule A

Amount of Insurance:

File Number:

Mortgage Amount:

Policy Number:

Loan Number:

Mortgage Date:

Date of Policy: _____ or the date of recording of the insured mortgage, whichever is later.

Name of Insured:

Name of Borrower(s):

Property Address:

County and State:

The estate or interest in the land identified in this Schedule A and which is encumbered by the insured mortgage is fee simple and is at Date of Policy vested in the borrower(s) shown in the insured mortgage named above.

The land referred to in this policy is described as set forth in the insured mortgage and is identified as the property address shown above.

This policy consists of one page, including the reverse side, unless an addendum is attached and indicated below:

___ Addendum attached

The endorsements indicated below are incorporated herein:


- ___ NM Form 12 (ALTA 4), Condominium Endorsement
- ___ NM Form 13, (ALTA 5), Planned Housing Unit Endorsement
- ___ NM Form 14 (ALTA 6), Variable Rate Endorsement
- ___ NM Form 15 (ALTA 6.2), Variable Rate ñ Negative Amortization Endorsement
- ___ NM Form 16 (ALTA 7), Manufactured Housing Unit Endorsement
- ___ NM Form 29 (ALTA 8.1), Environmental Protection Lien Endorsement, referring to the following New Mexico Statute(s):
NMSA 1978 Section(s) _____


Countersigned:

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

Authorized Officer or Licensed Agent

ORT Form 3477 NM
13.14.18.76 NMAC - N, 7-1-04
NM Form 63

By  President

Attest  Secretary

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, A MINNESOTA CORPORATION, HEREIN CALLED THE COMPANY, HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS, CONDITIONS AND STIPULATIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92), (NM Form 2), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

Schedule B - Exceptions from coverage and affirmative coverage.

Except to the extent of the affirmative insurance set forth below, this policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses) which arise by reason of:

1. Those taxes and special assessments that become due and payable subsequent to Date of Policy.
2. Covenants, conditions and restrictions, if any, appearing in public records; however this policy insures against loss or damage arising from:
 - a. the violation of any covenants, conditions and restrictions on or prior to Date of Policy, except that this affirmative insurance does not extend to covenants, conditions and restrictions relating to environmental protections, unless a notice of a violation thereof has been recorded or filed in the public records and is not referenced in an addendum attached to this policy.
 - b. a forfeiture or reversion of title from a future violation of any covenants, conditions and restrictions appearing in the public records, including any relating to environmental protections; and
 - c. any provisions in any covenants, conditions and restriction under which the lien of the insured mortgage can be extinguished, subordinated or impaired.
3. Any easements or servitudes appearing in the public records; however this policy against loss or damage arising from:
 - a. the encroachment, at Date of Policy, of the improvements on any easement; and
 - b. any interference with or damage to existing improvements, including lawns, shrubbery and trees, resulting from the use of the easements for the purposes granted or reserved.
4. Any lease, grant, exception or reservation of minerals or mineral rights appearing in the public records; however this policy insures against loss or damage arising from:
 - a. any effect on or impairment of the use of the land for residential one-to-four family dwelling purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights; and
 - b. any damage to existing improvements, including lawns, shrubbery and trees, resulting from the future exercise of any right to use the surface of the land for the extraction or development of the minerals or mineral rights so leased, granted, excepted or reserved.
 - c. Nothing herein shall insure against loss or damage resulting from subsidence.
5. This policy insures against loss or damage by reason of any violation, variation, encroachment or adverse circumstance affecting the title that would have been disclosed by an accurate survey. The term "encroachment" includes encroachment of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
6. In compliance with subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and insured.
7. Water rights, claims or title to water.