

Owner Policy Endorsement

HOMEOWNER EXTENDED COVERAGE



Attached to and made a part of Policy No.

ALTA Owner Policy Form revised 10/17/92, of

Old Republic National Title Insurance Company, a Minnesota Corporation.

The coverage contained herein applies only to single family dwellings or condominiums.

1) Said Policy is hereby amended by adding the following coverage:

INCREASED POLICY AMOUNT

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

2) Said Policy is hereby amended by deleting paragraphs 1 through 4 on the jacket of the policy and adding the following COVERED RISKS section:

COVERED RISKS

We insure you against actual loss resulting from any title risks covered by this Policy up to the Amount of Insurance set forth in Schedule A hereof, except with respect to the deductible amount and maximum dollar limits set forth in certain COVERED RISKS and any costs, attorneys' fees and expenses we have to pay under this Policy.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Someone claims to have rights affecting your title arising out of (a) forgery, fraud, duress, incompetency, incapacity, or impersonation; or (b) forgery after the Date of Policy of an instrument by which someone else claims to own an interest in or have a lien on your title.
4. Defective recording of any document affecting your title.
5. You do not have any legal right of pedestrian and vehicular access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
 - a. a mortgage or deed of trust;
 - b. a judgment, tax or special assessment;
 - c. a charge by a homeowners or condominium association;
 - d. liens on your title, arising now or after Date of Policy, for labor and material furnished before the Date of Policy unless you agree to pay for the labor and material.
8. Others have rights in your title arising out of leases, contracts, or options.
9. Someone else has an easement on your land.
10. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or make a mortgage loan.
11. You are forced to remove your existing structure other than a boundary wall or fence because:
 - a. it extends on to adjoining land or on to any easement;
 - b. it violates a restriction shown in Schedule B;
 - c. it violates an existing zoning law;
 - d. any portion of it was built without obtaining a building permit from the proper government office or agency. Your insurance under this Item 11d is limited to your actual loss in excess of a deductible amount equal to one percent (1%) of the Amount of Insurance and is subject to a maximum dollar limit of liability of \$ 25,000.
12. You cannot use the land as a single-family residence because such use violates a restriction shown in Schedule B or an existing zoning law.
13. Someone else seeks to take away your title because of a violation of a restriction shown in Schedule B that happened before you became the owner of your land.
14. Someone else seeks to enforce a restriction shown in Schedule B because of a violation on your land, other than a violation already covered by Items 11b, 12, or 13, which happened before you became the owner of your land. Your insurance under this Item 14 is limited to your actual loss in excess of a deductible amount equal to one percent (1%) of the Amount of Insurance, but not to exceed the Amount of Insurance.

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15. Someone else refuses to perform a contract to purchase, to lease or to make a mortgage loan because of a violation on your land of any restrictions shown in Schedule B which happened before you became the owner of your land.
16. After the Date of Policy someone builds a structure, other than a boundary wall or fence, which encroaches onto your land.
17. You cannot obtain a building permit for you and/or someone else refuses to perform a contract to purchase, lease or make a mortgage loan on your land because, at Date of Policy, your land violates an existing subdivision law Your insurance under this Item 17 is limited to your actual loss in excess of a deductible amount equal to one percent (1%) of the Amount of Insurance and to a maximum dollar limit of liability of \$10,000.
18. Any part of your existing structure or a replacement of or modification to the existing structure, or any part of it, is damaged because another person uses the surface of your land for the extraction or development of any of the following which is owned by them:
 - a. minerals;
 - b. any valuable substance (whether or not a mineral under applicable law) located below the surface of the land; or
 - c. water.
19. Someone has rights arising out of any interest which attaches to your title or is created after the Date of Policy and before the deed or other instrument transferring title to your land is recorded in the public records.
20. There is a lien on your title because of supplemental taxes assessed as the result of a change of ownership of the title occurring prior to the Date of Policy (other than the change of ownership by which title was transferred to you).
21. Other defects, liens or encumbrances.

3) The following is hereby added to the Exclusions.

Added to Exclusion No. 1: This Exclusion does not limit the coverage described in items 11c, 11d, 12 and 17 of Covered Risks.

4) The following are hereby added to Conditions and Stipulations

- (a) The following is added to the definition of "insured" under paragraph 1(a) "any trustee or successor trustee of a trust in which you are the trustor/settlor to whom you transfer your title after the Date of Policy."
- (b) The following is added to paragraph 6 as 6(a)(iii):
 - (iii) To cancel the coverage described in items 11d or 17 of Covered Risks by paying the maximum dollar limit provided under such Covered Risk, minus any applicable deductible, plus those costs, attorneys' fees and expenses incurred up to the time the Company selects this payment option and only such costs and attorneys' fees which we are obligated to pay.
- (c) The following is added to paragraph 6 as 6(a)(iv) through (vi):
 - (iv) After subtracting any deductible amount that applies, we will pay up to (i) your actual loss, (ii) the amount of insurance specified in the given item as the limit for the particular Covered Risk for claims based upon the coverage described in Items 11d, 14 and 17 of Covered risks, or (iii) the Amount of Insurance in force when the claim is made-whichever is less.
 - (v) If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it.
 - (vi) If you cannot use any of your land because of a claim against your title and you rent reasonable, substitute land or facilities, we will repay you for your actual rent until (a) the cause of the claim is removed or (b) we settle the claim. In the event of a claim based upon Covered Risk 11d and 17, we will be deemed to have "settled your claim" for purposes of obligating us to pay you for your actual rent upon payment to you of the maximum dollar limit for the particular Covered Risk.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and 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.

IN WITNESS WHEREOF, the Company has caused the Endorsement to be signed and sealed as of the date set forth below, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Countersigned.

Authorized Officer or Agent

ORT Form 4093 2/00
Owner Policy Endorsement/Homeowner Extended Coverage

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary