



Title Policy Endorsements (Webinar)

Presented by:

LEGAL EDUCATION

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All references herein to title insurance policy forms and endorsements are intended to refer to the policy forms and endorsements issued by Fund members as duly appointed title agents of Old Republic National Title Insurance Company.

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Title Policy Endorsements

Bob Rohan

Regulatory Compliance Counsel

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Accreditation

See course materials handout

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Topics

Purpose of an Endorsement

Florida Approved Forms

Common Endorsement Requests



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Definition

“A provision added to an insurance contract altering its scope or application” Merriam-Webster (<https://www.merriam-webster.com>)



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The Policy



- Coverage for insured; liability for underwriter
 - Insuring Clauses
 - Exclusions
 - Conditions & Stipulations
 - Schedule A
 - Schedule B
 - Endorsements



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Risk Management



- Consider facts and risks
 - Is additional coverage appropriate?
- Guideline compliance
 - Each endorsement has specific underwriting guidelines
- Proper procedures
 - Identify, issue and submit
- Resolve questions, gray areas, & assumptions



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Florida Approved Forms



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ALTA Endorsements

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- Condominium – Current Assessments (ALTA 4.1)
- Planned Unit Development (ALTA 5.1-06)
- Variable Rate Mortgage Series (ALTA 6; 6.2)
- Manufactured Housing Unit Series (ALTA 7-06; 7.1; 7.2)
- Environmental Protection Lien (ALTA 8.1)
- ALTA 9 Series (ALTA 9-06; 9.1-06; 9.2-06; 9.3-06)
- Assignment Series (ALTA 10; 10.1)
- Mortgage Modification Series (ALTA 11; 11.1; 11.2)
- Leasehold Series (ALTA 13-06; 13.1-06)
- Future Advance Series (ALTA 14; 14.2; 14.3)

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FL OIR Endorsements

- Additional Interest (AIE)
- Balloon Mortgage (BME)
- Change of Partners, Members or Shareholders (CPE)
- Construction Loan Update (CLU)
- Contiguity (CE)
- Foreign Currency (FCE)
- Navigational Servitude (NSE)
- Option (OE)
- Reverse Mortgage (RME)
- Revolving Credit (RCE)
- Shared Appreciation (SAE)
- Survey (SE)
- Form E (Form E)



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Policy Endorsements 101



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Primer

- Never issued automatically
- Deleting elements of endorsement coverage
 - *“This endorsement is amended in that element(s) of coverage _____ is (are) deleted.”*
- Schedule B exception
- Form E endorsement



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Common Requests

- Condominium – Current Assessments (ALTA 4.1)
- PUD (ALTA 5.1-06)
- Environmental Protection Lien (ALTA 8.1)
- ALTA Endorsement 9-06 (ALTA 9-06)
- Mortgage Modification (ALTA 11)
- Future Advance – Priority (ALTA 14)
- Form E (Form E)



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ALTA 4.1

Condominium – Current Assessments

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- Expanded coverage peculiar to condominiums
- Premium – Minimum \$25

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ALTA 4.1

Coverage Guidelines

1. Is proposed insured unit (and its common elements) identified as part of condominium?
2. Are condominium documents statutorily compliant?
3. Are there existing violations of covenants which restrict use of unit (and common elements)?
4. Are there due and unpaid charges or assessments?

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ALTA 4.1

Coverage Guidelines

5. Is proposed insured unit entitled to be assessed as a separate parcel?
6. Is there any obligation, in existence, to remove any of the improvements as they encroach?
7. Can title to proposed insured unit fail due to potential exercise of right of first refusal?



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ALTA 5.1-06

Planned Unit Development (PUD)

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- Expanded coverage when Land located in residential development subject to recorded covenants, conditions, or restrictions (CCRs)
- Premium – Minimum \$25



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ALTA 5.1-06

Coverage Guidelines

1. Do restrictive covenants contain any forfeiture or reversionary clauses? Are there existing and present violations of restrictive covenants?
2. Are all Association related charges or assessments, as against the proposed insured Land, current?



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ALTA 5.1-06

Coverage Guidelines

3. Does current survey reveal existing structure on proposed insured Land encroaching on
 - adjoining land
 - an easement
 - setback line
4. Can title fail due to exercise or potential for exercising a right of first refusal?



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ALTA 5.1-06

PUD Endorsement

- What if lender requests endorsement but property not located within a Planned Unit Development?
 - What is a PUD?
 - When can endorsement be issued?
 - Is similar coverage available?



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ALTA 8.1

Environmental Protection Lien

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The image shows a sample ALTA 8.1 Environmental Protection Lien form. The form is divided into several sections. The top section contains a recording requested by Mark J. Klaiman, U.S. Environmental Protection Agency, Region IX. The middle section contains a recording requested by Mark J. Klaiman, Assistant Regional Counsel, Office of Regional Counsel, U.S. EPA, Region IX, 1235 Mission Street, San Francisco, CA 94103. The bottom section contains a notice of lien under the Comprehensive Environmental Response, Compensation & Liability Act of 1980 ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), PL 99-499 (hereinafter jointly referred to as "CERCLA"), to secure the

- Expanded coverage against lack of priority of Insured Mortgage over any environmental protection lien recorded at Date of Policy
- Premium – Minimum \$25



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ALTA 8.1

Coverage Guidelines

1. Is there a recorded notice of, or a recorded environmental protection lien for cleanup and removal?
2. Why does the word “None” always follow paragraph (b)?



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ALTA 8.1

What is an Environmental Protection Lien?

- Lien authorized by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (a/k/a “Superfund”)
 - Clean Water Act (CWA)
 - Resource Conservation and Recovery Act (RCRA)
 - Clean Air Act (CAA)
 - Toxic Substances Control Act (TSCA)



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ALTA 9-06

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Restrictions, Encroachments, Minerals (REM)



- Expanded coverage relating to violations of restrictions, encroachments, and mineral rights
- Premium – Minimum 10% total premium underlying policies

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ALTA 9-06

Coverage Guidelines

1.(a) Are there any covenants, conditions, or restrictions under which insured Mortgage could be divested, subordinated, or extinguished, or its validity, priority, or enforcement impaired?

1.(b) Disclosing matters in Schedule B (“expressly excepted”)

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ALTA 9-06

Coverage Guidelines

1.(b)(1) Are there existing violations of CCRs? Do any improvements violate platted setback lines?

1.(b)(2) Do any CCRs contain easements, liens for liquidated damages, private charges or assessments; or provide options to purchase, rights of first refusal, or prior approval of future purchaser or occupant?

- “Expressly excepted” pursuant to *Nationwide v. Commonwealth Land*, 687 F.3d 620 (3d Cir. 2012)



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ALTA 9-06

Coverage Guidelines

1.(b)(3) Are there encroachments onto adjoining land, or encroachment onto Land from adjoining land?

1.(b)(4) Are there encroachments onto any easement exception in Schedule B?

1.(b)(5) Are there notices of violations of CCRs related to environmental protection recorded in Official Records?



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ALTA 9-06

Coverage Guidelines

2. Will future violation of existing CCRs result in either:
- (a) Impairment or loss of lien of Insured Mortgage; or
 - (b) Loss of Title to Land if Insured acquires Title in satisfaction of secured debt?

NOTE: CCRs may include subordination protection for lenders



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ALTA 9-06

Coverage Guidelines

- 3.(a) Do any improvements encroach on an easement? Will exercise of right to maintain the easement potentially damage the improvement?
- 3.(b) Are existing improvements located in area subject to mineral rights? Will exercise of right to use surface for extraction or development of minerals potentially damage the improvement?
- Lawns, shrubs, trees not considered "improvements"



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ALTA 9-06

Coverage Guidelines

- 4. Are there any encroachments onto neighboring lands?
- 5. Do any improvements violate CCRs or platted setback lines?



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ALTA 9-06

Importance of reviewing accurate Survey

- Current survey required for “clean” coverage under paragraphs:
1.(b)(1) 1.(b)(3) 1.(b)(4) 3. 4. 5.
- What is “clean” coverage?



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Policy Endorsements 201



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Form E

Our Happy Little Helper!

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- Corrects or amends a commitment or policy that has been issued
- No premium charged for a Form E Endorsement, UNLESS...



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Form E

Common Uses

- Correct scrivener's or similar errors on issued policies
- Delete exceptions which have been resolved
- Amend issued policies
 - Date downs (loan policy only)
 - Standard exceptions are revived (add or obtain new documentation)
- Assist other Endorsements
 - Mortgage Modification
 - Future Advance Priority



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ALTA 11

Mortgage Modification

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- Modification does not result in loss of priority, invalidity, or unenforceability of Insured Mortgage
- Premium – None



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ALTA 11

Coverage Guidelines

1. Does the modification create a novation or result in a premium-triggering event?
 - If both are true this endorsement may not be issued
 - What is a novation and why is it important?
 - What is NOT a premium-triggering event?



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ALTA 11

Novation

- Material change in terms so significant as to create a new mortgage
- Novation results in a loss of priority for the insured mortgage
- Caution:
Don't believe the hype!



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ALTA 11

Non-premium triggering events

- Extends time for repayment
- Decreases interest rate (watch for variable rate caps)
- Extends term of mortgage
- Releases portion of secured property
- Increases interest rate
- Makes correction to perfect lien or comply with terms of original commitment



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ALTA 11

Issuing Guidelines

1. Review all modification instruments looking for novation or premium-triggering event
2. Examine title through recording of agreement and determine if anything triggers novation
3. If answers are “no” issue endorsement and complete Mortgage Modification Worksheet
4. Use Form E with Mortgage Modification Endorsement if date down requested



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ALTA 14

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Future Advance – Priority

- Validity, priority, and enforceability of future advances, other than related to construction
- Issued with Loan Policy
- Premium – Minimum \$25
- If original amount of insurance is less than maximum of potential advances, additional premium required when future advances are given
 - Form E with additional premium



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ALTA 14

Coverage Guidelines

Mortgage complies with notice requirements of Sec. 697.04, F.S.

- Does mortgage secure existing indebtedness AND future advances?
- Does it provide that advances be made within twenty years?
- Does it specify maximum principal amount to be secured?



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ALTA 14

Coverage Guidelines

Changes in Interest Rate Coverage

- Does the insured mortgage, at a minimum, specifically identify secured note and contain all provisions controlling changes in rate of interest?



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ALTA 14

Specific Exclusions

Advances made

- After bankruptcy
- More than 20 years after mortgage date
- After recorded notice limiting maximum principal amount that may be secured



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ALTA 14

Specific Exclusions

- Real property taxes and assessments;
- Federal tax lien filed more than 45 days before advance;
- Federal or state environmental protection lien; and
- Usury or consumer protection law



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ALTA 14

Premium

Insured amount in Schedule A of loan policy:

1. Maximum amount secured by Mortgage, inclusive of all potential advances; or
2. Amount of initial obligation
 - Form E and Policy Rating Worksheet used for future advances not initially insured



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ALTA 14

Issuing Guidelines

- The following exception must be added to Schedule B of the loan policy whenever this endorsement is issued:

“Advances in excess of the amount of insurance stated in Schedule A are not insured by the ALTA 14 endorsement attached to this policy.”



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APPENDIX

- List of Endorsements
- Endorsement Samples
- Rating Information
- Endorsement Premium Chart
- Mortgage Modification Endorsement Worksheet



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List of Endorsements

- **Condominium - Current Assessments (ALTA 4.1) (</member/resources/fph/forms-2021/endorsements/alta-04-01.aspx>)** - The Condominium Endorsement (ALTA 4.1) is often given with owner's and loan policies when the insured property consists of a condominium unit. It provides the Insured with various affirmative coverages peculiar to condominiums, such as the valid creation of the condominium.
- **Planned Unit Development Endorsement (PUD) (ALTA 5.1-06) (</member/resources/fph/forms-2021/endorsements/alta-05-01-06.aspx>)** - The PUD Endorsement (ALTA 5.1-06) is given most often with loan policies, and is used when the property is located in a residential development that is subject to recorded covenants, conditions, or restrictions.
- **Variable Rate Mortgage (ALTA 6.0) (</member/resources/fph/forms-2021/endorsements/alta-06-0.aspx>)** - The Variable Rate Mortgage Endorsement (ALTA 6) assures the lender that their priority will be maintained even when certain changes are made in the interest rate.
- **Variable Rate Mortgage - Negative Amortization (ALTA 6.2) (</member/resources/fph/forms-2021/endorsements/alta-06-02.aspx>)** - The Variable Rate Mortgage Endorsement (ALTA 6.2) assures the lender that the occurrence of negative amortization/deferral of interest will not impair their lien priority.
- **Manufactured Housing Unit Endorsement (ALTA 7-06) (</member/resources/fph/forms-2021/endorsements/alta-07-06.aspx>)** - The Manufactured Housing Unit Endorsement (ALTA 7-06) insures that a specifically described mobile home constitutes part of the Insured property.
- **Manufactured Housing - Conversion - Loan (ALTA 7.1) (</member/resources/fph/forms-2021/endorsements/alta-07-01.aspx>)** - The Manufactured Housing – Conversion – Loan Policy Endorsement (ALTA 7.1) is used only with loan policies and assures a lender that a specifically described mobile home located on the Land is covered by the terms of the policy, that the lien of the mortgage attaches to the mobile home, and the lien of the mortgage can be foreclosed against the land and the mobile home.
- **Manufactured Housing - Conversion - Owner's (ALTA 7.2) (</member/resources/fph/forms-2021/endorsements/alta-07-02.aspx>)** - The Manufactured Housing - Conversion - Owner's Policy Endorsement (ALTA 7.2) is used only with owner's policies and insures that title to a specifically described mobile

home constitutes part of the Insured property, is covered by the policy, and that there are no personal property liens against the mobile home.

- **Environmental Protection Lien (ALTA 8.1) (/member/resources/fph/forms-2021/endorsements/alta-08-01.aspx)** - The Environmental Protection Lien Endorsement (ALTA 8.1) provides for affirmative coverage against loss or damage by reason of a lack of priority of the Insured Mortgage over any environmental protection lien recorded at the Date of Policy.
- **Restrictions, Encroachments, Minerals Endorsement Loan Policy (ALTA 9-06) (/member/resources/fph/forms-2021/endorsements/alta-09-00-06.aspx)** - This endorsement (ALTA 9-06) is used only with loan policies. It provides the Insured with several commonly requested affirmative coverages, most of which concern violations of restrictions and encroachments.
- **Restrictions, Encroachments, Minerals, Owner's Policy - Unimproved Land Endorsement (ALTA 9.1-06) (/member/resources/fph/forms-2021/endorsements/alta-09-01-06.aspx)** - The ALTA 9.1-06 endorsement is used with owner's policies when the Land is unimproved land. It provides the Insured with several commonly requested affirmative coverages, such as those dealing with encroachments, easements, and mineral rights.
- **Restrictions, Encroachments, Minerals, Owner's Policy - Improved Land (ALTA 9.2-06) (/member/resources/fph/forms-2021/endorsements/alta-09-02-06.aspx)** - This endorsement (ALTA 9.2-06) is used with owner's policies when improvements are located on the Land. It provides the Insured with several commonly requested affirmative coverages, in particular those dealing with encroachments and restrictions.
- **Restrictions, Encroachments, Minerals, Endorsement Loan Policy (ALTA 9.3-06) (/member/resources/fph/forms-2021/endorsements/alta-09-03-06.aspx)** - This endorsement (ALTA 9.3-06) is used only with loan policies. Similar to the ALTA 9-06, it provides the Insured with several commonly requested affirmative coverages, most of which concern violations of restrictions and encroachments.
- **Assignment (ALTA 10) (/member/resources/fph/forms-2021/endorsements/alta-10-00.aspx)** - The Assignment of Mortgage Endorsement (ALTA 10) is used when the note and the mortgage are assigned by the holder to someone else. It is most used when an institutional mortgagee assigns a mortgage in the secondary market.
- **Assignment and Date Down (ALTA 10.1) (/member/resources/fph/forms-2021/endorsements/alta-10-01.aspx)** - The Assignment and Date Down Endorsement (ALTA 10.1) is used when the note and the mortgage are assigned by the holder to someone else and provides coverage over certain matters occurring after the date of the policy. The endorsement does not extend the date of the policy or

endorsements that are part of the policy other than as stated in the ALTA 10.1 endorsement.

- **Mortgage Modification (ALTA 11) (/member/resources/fph/forms-2021/endorsements/alta-11-00.aspx)** - The Mortgage Modification Endorsement (ALTA 11) is issued only to insure modifications to mortgages previously insured by Old Republic with an ALTA loan policy in circumstances in which the modification does not cause loss of priority or require the payment of a substitution loan rate premium. This endorsement does not advance the Date of Policy.
- **Mortgage Modification with Subordination (ALTA 11.1) (/member/resources/fph/forms-2021/endorsements/alta-11-01.aspx)** - The Mortgage Modification with Subordination Endorsement (ALTA 11.1) is issued only to insure modifications to mortgages previously insured by Old Republic with an ALTA loan policy in circumstances in which the modification does not cause loss of priority or require the payment of a substitution loan rate premium. This endorsement does not advance the Date of Policy and lists subordinate matters that a lender would expect to find in Schedule B, Part II of a loan policy.
- **Mortgage Modification with Additional Insurance (ALTA 11.2) (/member/resources/fph/forms-2021/endorsements/alta-11-02.aspx)** - The Mortgage Modification with Additional Amounts of Insurance Endorsement (ALTA 11.2) is available for loan policies only. It is used to insure modifications to mortgages previously insured by Old Republic with an ALTA loan policy in circumstances in which the lender modifies a mortgage to increase the indebtedness and requests additional insurance under an existing policy. This endorsement does not advance the Date of Policy and can only be used where the modification does not cause loss of priority or require the payment of a substitution loan rate premium.
- **Leasehold - Owner's Endorsement (ALTA 13-06) (/member/resources/fph/forms-2021/endorsements/alta-13-06.aspx)** - The Leasehold - Owner's Endorsement (ALTA 13-06) defines the coverages provided to a tenant under a policy insuring a leasehold interest. The form describes the coverages more completely than the Owner's - Leasehold policy form it replaces. The endorsement must be issued in conjunction with an owner's policy (OF21).
- **Leasehold - Loan Endorsement (ALTA 13.1-06) (/member/resources/fph/forms-2021/endorsements/alta-13-1-06.aspx)** - The Leasehold - Loan Endorsement (ALTA 13.1-06) defines the coverages provided to a lender under a policy insuring a leasehold interest. The form describes the coverages more completely than the Mortgagee - Leasehold policy it replaces. The endorsement must be issued in conjunction with a loan policy (MF21).

- **Future Advance - Priority Endorsement (ALTA 14)** (</member/resources/fph/forms-2021/endorsements/alta-14-00.aspx>) - The Future Advance - Priority Endorsement (ALTA 14) insures the validity, priority, and/or enforceability of future advances other than advances pursuant to construction loans. The endorsement must be issued in conjunction with a loan policy (M21).
- **Future Advance - Letter of Credit Endorsement (ALTA 14.2)** (</member/resources/fph/forms-2021/endorsements/alta-14-02.aspx>) - The Future Advance – Letter of Credit Endorsement (ALTA 14.2) insures the validity, priority and enforceability of future advances other than advances pursuant to construction loans in mortgages securing letters of credit, surety agreements, and reimbursement agreements. The endorsement must be issued in conjunction with a loan policy (M21).
- **Future Advance - Reverse Mortgage Endorsement (ALTA 14.3)** (</member/resources/fph/forms-2021/endorsements/alta-14-03.aspx>) - The Future Advance Reverse Mortgage Endorsement (ALTA 14.3) assures the lender that changes in the rate of interest or the occurrence of negative amortization will not impair the lender's lien position. The endorsement also provides that future advances are also included within the coverage of the policy. The ALTA 14.3 and the Reverse Mortgage Endorsement (RME) may be used interchangeably with loan policies.
- **Additional Interest Endorsement (AIE)** (</member/resources/fph/forms-2021/endorsements/e01-aie.aspx>) - The Additional Interest Endorsement, is used with loan policies only, provides the Insured under a loan policy with affirmative coverage related to additional interest provisions in the mortgage.
- **Balloon Mortgage Endorsement (BME)** (</member/resources/fph/forms-2021/endorsements/e02-bme.aspx>) - The Balloon Mortgage Endorsement, is used with loan policies only, assures the lender that its mortgage will not be invalid or unenforceable because it contains a conditional right for the borrower to refinance. It also assures that the mortgage will not lose its priority if the borrower exercises the conditional right to refinance.
- **Change of Partners, Members or Shareholders Endorsement (CPE)** (</member/resources/fph/forms-2021/endorsements/e03-cpe.aspx>) - The Change of Partners (Fairways) Endorsement is used in connection with owner's policies under which the Insured is a corporation, partnership, limited partnership, limited liability company or business trust. It provides that insurance coverage will continue even if new partners, members, shareholders, beneficiaries, or certificate holders are added or old partners, members, shareholders, or certificate holders withdraw.
- **Construction Loan Update Endorsement (CLU)** (</member/resources/fph/forms-2021/endorsements/e04-clu.aspx>) - The Construction Loan Endorsement is used to update a loan policy as construction loan disbursements are made.

- **Contiguity Endorsement (CE) (/member/resources/fph/forms-2021/endorsements/e05-ce.aspx)** - The Contiguity Endorsement provides affirmative coverage that a parcel of land consisting of more than one legal description constitutes one contiguous parcel of land.
- **Foreign Currency Endorsement (FCE) (/member/resources/fph/forms-2021/endorsements/e06-fce.aspx)** - The Foreign Currency Endorsement is used in connection with loan policies that contain provisions for the re-evaluation of the Indebtedness based upon changes in the conversion rate between U.S. dollars and a stated foreign currency.
- **Form E Endorsement (E) (/member/resources/fph/forms-2021/endorsements/e07-form-e.aspx)** - Endorsement Form E is used to correct or amend either a commitment or policy that has been issued (for example, to correct an error in the spelling of a name or in conjunction with a mortgage modification agreement). The exclusive method for changing the Date of Policy or effective date on a loan policy is through the use of the Form E endorsement.
- **Navigational Servitude Endorsement (NSE) (/member/resources/fph/forms-2021/endorsements/e08-nse.aspx)** - The Navigational Servitude Endorsement provides affirmative coverage as to losses arising by reason of forced removal of improvements based upon the exercise of governmental rights with respect to control over navigable waters or lands that formerly constituted navigable waters.
- **Option Endorsement (OE) (/member/resources/fph/forms-2021/endorsements/e09-oe.aspx)** - The Option Endorsement insures a person or entity who has the right to purchase the subject property under a recorded option.
- **Revolving Credit Endorsement (RCE) (/member/resources/fph/forms-2021/endorsements/e10-rce.aspx)** - The Revolving Credit Endorsement is used with loan policies in instances under which the principal fluctuates from time to time as the borrower draws against a line of credit.
- **Shared Appreciation Endorsement (SAE) (/member/resources/fph/forms-2021/endorsements/e11-sae.aspx)** - The Shared Appreciation Endorsement insures the lender against loss or damage by reason of the invalidity or unenforceability of the mortgage resulting from shared appreciation interest provisions contained therein. It also provides coverage as to loss or damage by reason of loss of priority of the lien of the Insured Mortgage as security for the unpaid principal balance, the stated interest, and the shared appreciation interest, which loss of priority results from provisions in the mortgage for payment of shared appreciation interest.
- **Survey Endorsement (SE) (/member/resources/fph/forms-2021/endorsements/e12-se.aspx)** - The Survey Endorsement, given with either an owner's or a loan policy,

assures that the lands described in Schedule A of the policy are same lands described in a specific survey.

- **Privacy Policy Notice (PPN) (/member/resources/fph/forms-2021/endorsements/e13-ppn.aspx)** - In all instances where a notice is required, ORNTIC requires its agents to include a copy of the notice (shown in this section) as part of the issued commitment and policy.
 - **Continuation Sheet (CS) (/member/resources/fph/forms-2021/endorsements/e14-cs.aspx)** - The Continuation Sheet provides additional space for continuing Schedule A or B in a commitment or policy to show such matters as a lengthy legal description of the property or additional exceptions.
 - **Notice to Purchaser - Mortgagor (NPM) (/member/resources/fph/forms-2021/endorsements/e15-notice to purchaser.aspx)** - The Notice to Purchaser – Mortgagor gives notice to the owner that a loan title policy is being issued without an owner's policy to protect the owner's title interests. It is required to be signed by the owner when no owner's policy is being issued with the loan policy being issued.
 - **Policy Approval Checklist (PAC) (/member/resources/fph/forms-2021/endorsements/pac-(1).aspx)** - The checklist will help identify common problem areas in issuing policies and examining title. If you encounter such an issue in the examination of title, you must resolve the matter before issuing the policy.
-

ALTA 4.1 CONDOMINIUM – CURRENT ASSESSMENTS ENDORSEMENT

(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Endorsement No.

To Policy No.

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.
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:

Name of Agent

Agent No.

Agent's Signature

Old Republic National Title Insurance Company
By Carolyn Monroe
President

ALTA ENDORSEMENT 5.1-06 PLANNED UNIT DEVELOPMENT

(With Florida Modifications)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Endorsement No. _____ To Policy No. _____

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 homeowners, 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 structure existing at Date of Policy 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.

Name of Agent

Agent No.

Agent's Signature

Old Republic National Title Insurance Company
By **Carolyn Monroe**
President

ALTA 8.1 ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Endorsement No.

To Policy No.

1. 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:

None.

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:

Name of Agent

Agent No.

Agent's Signature

Old Republic National Title Insurance Company
By Carolyn Monroe
President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Endorsement No. _____ To Policy No. _____

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The company insures the owner of the Indebtedness secured by the Insured Mortgage against loss or damage sustained by reason of:

1. Any incorrectness in the assurance that, at Date of Policy:

- (a) There are no covenants, conditions or restrictions under which the lien of the Mortgage referred to in Schedule A can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
- (b) Unless expressly excepted in Schedule B:

(1) There are no present violations on the Land of any enforceable covenants, conditions or restrictions, nor do any existing improvements on the land violate building setback lines shown on a plat of subdivision recorded or filed in the Public records.

(2) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land does not, in addition, (i) establish an easement on the Land; (ii) provide a lien for liquidated damages; (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.

(3) There is no encroachment of existing improvements located on the Land onto adjoining land, nor any encroachment onto the Land of existing improvements located on adjoining land.

(4) There is no encroachment of existing improvements located on the Land onto that portion of the Land subject to any easement excepted in Schedule B.

(5) There are no notices of violation of covenants, conditions and restrictions relating to environmental protection recorded in the Public Records.

2. Any future violation on the Land of an existing covenant, condition or restriction occurring prior to the acquisition of title to the estate or interest in the Land, provided the violation results in:

- (a) invalidity, loss of priority or unenforceability of the lien of the Insured Mortgage; or
- (b) loss of Title to the estate or interest in the Land if the Insured shall acquire Title in satisfaction of the Indebtedness secured by the Insured Mortgage.

3. Damage to existing improvements (excluding lawns, shrubbery or trees):

- (a) which are located on or encroach upon that portion of the Land subject to any easement excepted in Schedule B, which damage results from the exercise of the right to maintain the easement for the purpose for which it was granted or reserved; or
- (b) which results from the future exercise of any right to use the surface of the Land for the extraction or development of minerals excepted from the description of the Land or excepted in Schedule B.

4. Any final court order or judgment requiring the removal from any land adjoining the Land of any encroachment excepted in Schedule B.

5. Any final court order or judgment denying the right to maintain any existing improvement on the Land because of any violation of covenants, conditions or restrictions or building setback lines shown on a plat of subdivision recorded or filed in the Public Records.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(b)(1) and 5, the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(b)(1), 1(b)(2) or 1(b)(5) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(b)(1), 1(b)(2) or 1(b)(5) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

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.

Name of Agent

Agent No.

Agent's Signature

Old Republic National Title Insurance Company
By Carolyn Monroe
President

ALTA 11 MORTGAGE MODIFICATION ENDORSEMENT

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Endorsement No.

To Policy No.

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

a. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title at the Date of Endorsement as a result of the agreement dated _____, recorded _____

(“Modification”); and

b. The lack of priority of the lien of the Insured Mortgage, at the Date of Endorsement, over defects in or liens or encumbrances on the Title, except for those shown in the policy or any prior endorsement and except:

[Drafting Instruction: Specify exceptions, if any]

2. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses, by reason of any claim that arises out of the transaction creating the Modification by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights law that is based on the Modification being a:

a. fraudulent conveyance or fraudulent transfer;

b. voidable transfer under the Uniform Voidable Transactions Act; or

c. preferential transfer to the extent the Modification is not a transfer made as a contemporaneous exchange for new value or for any other reason unless the preferential transfer results solely from the failure:

i. to timely record the Modification in the Public Records after execution and delivery of the Modification to the Insured; or

ii. of the recording of the Modification in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

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:

Name of Agent

Agent No.

Agent’s Signature

Old Republic National Title Insurance Company
By **Carolyn Monroe**
President

ALTA 14 FUTURE ADVANCE – PRIORITY ENDORSEMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Endorsement No.

To Policy No.

1. The insurance for Advances added by Sections 3 and 4 of this endorsement is subject to the exclusions in Section 5 of this endorsement and the Exclusions from Coverage in the policy (except Exclusion 3.d.), the Conditions, and the exceptions from coverage contained in Schedule B.
2. The following terms when used in this endorsement mean:
 - a. “Advance”: Only an advance of principal made after the Date of Policy as provided in the Agreement, including expenses of foreclosure; amounts advanced pursuant to the Insured Mortgage to pay taxes and insurance, assure compliance with laws, or to protect the lien of the Insured Mortgage before the time of acquisition of the Title; and reasonable amounts expended to prevent deterioration of improvements, together with interest on those advances.
 - b. “Agreement”: The note or loan agreement, the repayment of Advances under which is secured by the Insured Mortgage.
 - c. “Changes in the Rate of Interest”: Only those changes in the rate of interest calculated pursuant to a formula provided in the Insured Mortgage or the Agreement at the Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. The invalidity or unenforceability of the lien of the Insured Mortgage as security for each Advance.
 - b. The lack of priority of the lien of the Insured Mortgage as security for each Advance over any lien or encumbrance on the Title.
 - c. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, Advances, and unpaid interest resulting from:
 - i. re-Advances and repayments of Indebtedness;
 - ii. earlier periods of no indebtedness owing during the term of the Insured Mortgage; or
 - iii. the Insured Mortgage not complying with the requirements of State law of the State in which the Land is located to secure Advances.
4. The Company further insures against loss or damage sustained by the Insured by reason of:
 - a. The invalidity or unenforceability of the lien of the Insured Mortgage resulting from any provisions of the Agreement that provide for:
 - i. interest on interest;
 - ii. Changes in the Rate of Interest; or
 - iii. the addition of unpaid interest to the principal of the Indebtedness.
 - b. The lack of priority of the lien of the Insured Mortgage as security for the Indebtedness, including any unpaid interest that was added to principal in accordance with any provisions of the Agreement, interest on interest, or interest as changed in accordance with the provisions of the Insured Mortgage, which lack of priority is caused by:
 - i. Changes in the Rate of Interest;
 - ii. interest on interest; or
 - iii. increases in the principal of the Indebtedness resulting from the addition of unpaid interest.
5. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) resulting from:
 - a. The invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for any Advance made after a Petition for Relief under the Bankruptcy Code (11 U.S.C.) has been filed by or on behalf of the mortgagor;
 - b. Advance made subsequent to 20 years after the date of the Insured Mortgage or after a notice has been recorded in the Public Records limiting the maximum principal amount that may be secured to the extent causes the outstanding principal balance to exceed the amount stated in the notice.

- c. The lien of real estate taxes or assessments on the Title imposed by governmental authority arising after the Date of Policy;
- d. The lack of priority of the lien of the Insured Mortgage as security for any Advance to a federal tax lien, which Advance is made after the earlier of:
 - i. Knowledge of the Insured that a federal tax lien was filed against the mortgagor; or
 - ii. the expiration, after notice of a federal tax lien filed against the mortgagor, of any grace period for making disbursements with priority over the federal tax lien provided in the Internal Revenue Code (26 U.S.C.);
- e. Any federal or state environmental protection lien; or
- f. Any usury law or Consumer Protection Law.

6. The Indebtedness includes Advances.

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:

Name of Agent

Agent No.

Agent's Signature

Old Republic National Title Insurance Company
By Carolyn Monroe
President

ENDORSEMENT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Endorsement No. _____ to Policy No.: _____

Name of Original Insured:

Original Effective Date:

Original Amount of Insurance: \$

Agent's File Reference:

Current Amount of Insurance: \$

The policy is hereby amended as follows:

(Continue text of endorsement on separate continuation sheet if necessary.)

but in all other respects remains unchanged.

Name of Agent

Date

Agent No.

Agent's Signature

By **Old Republic National Title Insurance Company**
Carolyn Monroe
President

Premium Calculations — Contract Purchaser Acquiring Fee Title

Example: The contract purchaser of the property has acquired fee title to the property and is now purchasing a new owner's policy for \$120,000.00. What is the premium if the purchaser submits the original owner's policy?

Calculate the premium as follows.

Amount of Insurance	Rate per Thousand		Premium
\$100,000.00	\$ 5.75 x 100 =	\$ 575.00 x 25% =	\$ 143.75
\$ 20, 000.00	\$ 5.00 x 20 =	\$ 100.00 x 20% =	\$ 20.00
Total Premium			\$ 163.75

Note: To assure that the proper rates are applied, print or type “*contract purchaser acquiring fee title*” in the *Remarks* section of the Policy Calculation Worksheet.

Submit the original contract purchaser’s policy with the new policy.

VII. Endorsements — General

Under Rule 69O-186.005(7), endorsements and affirmative coverages are placed into three categories:

- permitted endorsements and/or affirmative coverages
- prohibited endorsements and/or affirmative coverages
- endorsements and/or affirmative type coverages that are allowed without specific department approval, where no increased risk results to the insurer by the issuance of such endorsement or affirmative type coverages

According to Rule 69O-186.005(7)(b), no other endorsements or affirmative coverages may be issued other than the endorsements listed in Rule 69O-186.005(6) and Rule 69O-186.005(8).

The permitted endorsements and the associated premiums are provided in [Endorsement Premium Chart](#).

Rule Interpretations — Endorsements — General

1. Do copies of each type of endorsement issued need to be submitted to The Fund with the policy?

No. Endorsements other than endorsement Form E, Contiguity, Survey, Assignment of Mortgage, and Construction Loan Updates can be marked either on the Loan Policy Schedule A, the Policy Calculation Worksheet, or worksheets printed from E-Closing DT, DoubleTime, ATIDS and submitted to The Fund.

2. If the lender requires that copies of the preprinted endorsements be submitted with the commitment, does The Fund also need copies of the endorsements?

All preprinted endorsements to be issued with the policy should be listed on Schedule B of the commitment. Copies of the forms can be attached to the lender's copy of the commitment, but should be marked “pro forma” or “sample.” *Do not send copies of the commitments or the proposed endorsements to The Fund.*

Premium Calculations — Endorsements — General

1. What is the premium for an ALTA 9-06 when more than one loan policy is being issued?

Refer to *C. Simultaneous Issue Rate — Rule 69O-186.003(5)*.

2. How is the premium calculated for an ALTA 9-06 and ALTA 9.3-06 in the case of loan modifications?

Fund members are advised to charge the minimum rate for all endorsements based upon a stated minimum. All other costs should be allocated as “closing services.”

Refer to the chart below.

Mortgage Modification Type	ALTA 9-06 & ALTA 9.3-06 issued with original loan policy = 10% of premium on:	ALTA 9-06 & ALTA 9.3-06 not issued with original loan policy = 10% of premium on:
Modification resulting in change to terms, conditions, priority, or security.	Mortgage Modification Endorsement Worksheet	Original rate or reissue rate applied to current unpaid principal balance
Modifications insuring a future advance.	Mortgage Modification Endorsement Worksheet	Original rate or reissue rate applied to total amount of insurance
Modifications for spreader agreement.	Mortgage Modification Endorsement Worksheet	Original rate or reissue rate applied to total amount of insurance
Modification not resulting in a change.	No charge	Original rate or reissue rate applied to current unpaid principal balance
Modification to Revolving Line of Credit, Construction Mortgage or Reverse Mortgage	Mortgage Modification Endorsement Worksheet, which requires substitution loan rate on entire policy amount	Original rate or reissue rate applied to entire policy amount

If an ALTA 9-06 or ALTA 9.3-06 was issued with the original policy and the premium for the extended coverage for the modification (and/or future advance and/or spreader agreement for a construction loan secured by a revolving note and mortgage) is paid, then it is not necessary to attach an additional ALTA 9-06 or ALTA 9.3-06 to the policy.

If an ALTA 9-06 or ALTA 9.3-06 was issued with the original policy and the premium for the extended coverage for the modification (and/or future advance and/or spreader agreement for a construction loan secured by a revolving note and mortgage) is **not paid**, then the endorsement should contain the following statement:

The coverage provided by the ALTA 9-06 or ALTA 9.3-06 endorsement attached to this policy is not extended to the mortgage modification (and/or future advance and/or spreader agreement) recorded in Official Records Book _____, Page _____, and insured by this endorsement.

3. How is the premium calculated for a Navigational Servitude Endorsement (NSE) in the case of mortgage modifications?

Refer to the chart below.

Mortgage Modification Type	NSE issued with original loan policy= 10% of premium on:	NSE not issued with original loan policy=10% of premium on:
Modification resulting in change to terms, conditions, priority, or security.	Mortgage Modification Endorsement Worksheet	Original rate or reissue rate applied to current unpaid principal balance
Modifications insuring a future advance.	Mortgage Modification Endorsement Worksheet	Original rate or reissue rate applied to total amount of insurance
Modifications not resulting in a change.	Mortgage Modification Endorsement Worksheet	Original rate or reissue rate applied to total amount of insurance
Modification not resulting in a change.	No charge	Original rate or reissue rate applied to current unpaid principal balance
Modification to Revolving Line of Credit, Construction Mortgage or Reverse Mortgage	No charge	Original rate or reissue rate applied to entire policy amount

If a Navigational Servitude Endorsement (NSE) was issued with the original policy and the premium for the extended NSE coverage for the modification (and/or future advance and/or spreader agreement for a construction loan secured by a revolving note and mortgage) is paid, then it is not necessary to attach an additional NSE to the policy.

If an NSE was issued with the original policy and the premium for the extended NSE coverage for the modification (and/or future advance and/or spreader agreement for a construction loan secured by a revolving note and mortgage) is **not paid**, then the endorsement should contain the following statement:

Navigational Servitude Endorsement coverage is not extended to the mortgage modification (and/or future advance and/or spreader agreement) recorded in Official Records Book _____, Page _____, and insured by this endorsement.

4. Navigational Servitude Endorsement (NSE) forms are issued in a simultaneous transaction to an owner's policy and to the loan policy. What is the premium?

Example: OF6 \$75,000.00; MF6 \$75,000.00; NSE Owner's, NSE Loan.

The premium for the Navigational Servitude Endorsement to the owner's policy is a minimum of ten percent (10%) of the premium for the owner's policy.

The premium for the Navigational Servitude Endorsement to the loan policy is a minimum of ten percent (10%) of the premium of the combined owner's and loan policies.

Policy	Amount of Insurance	Rate per Thousand	Premium
OF6	\$ 75,000.00	\$ 5.75 x 75 =	\$ 431.25
MF6	\$ 75,000.00		\$ 25.00
Premium (OF6 + MF6)			\$ 456.25
Calculate NSE (Owner's)		\$ 431.25 x 10% =	\$ 43.13
Calculate NSE (Loan)		\$ 456.25 x 10% =	\$ 45.63
Total NSE Premium		\$ 43.13 + \$45.63 =	\$ 88.76
Total Premium		\$ 456.25 + \$88.76 =	\$ 545.01

Note: Other than the situation in this example, the Navigational Servitude Endorsement is rated the same as the ALTA 9-06.

Endorsement Premium Chart

Endorsement Type	Form Code	Applicable To		Premium Calculation
		Owner's Policy	Loan Policy	
ALTA Endorsement 9-06 (Restrictions, Easements, Minerals)	ALTA 9-06		X	1
ALTA Endorsement Form 9.1-06	ALTA 9.1-06	X		
ALTA Endorsement 9.2-06 (Restrictions, Encroachments and Minerals — Improved Land)	ALTA 9.2-06	X		
Navigational Servitude Endorsement	NSE	X	X	
Construction Loan Update	CLU		X	2
Contiguity Endorsement	CE	X	X	
Shared Appreciation	SAE		X	
Foreign Currency	FCE		X	
ALTA 10.0-06 Assignment of Mortgage	AM6/10.06		X	
Additional Interest	AIE		X	
Change of Partners	CPE	X	X	
Balloon Mortgage	BME		X	
Option Endorsement	OE	X		
Survey	SE	X	X	
ALTA 4.1-06 (Condo Endorsement)	ALTA 4.1-06	X	X	3
ALTA 5.1-06 (Planned Unit Development)	ALTA 5.1-06	X	X	
ALTA 6.0-06 (Variable Rate Mortgage Endorsement)	ALTA 6.0-06		X	
ALTA 6.2-06 (Variable Rate Mortgage — Negative Amortization)	ALTA 6.2-06		X	
ALTA 7.0-06 (Manufactured Housing Unit)	ALTA 7.0-06	X	X	
ALTA 8.1-06 (Environmental Protection)	ALTA 8.1-06		X	
Reverse Mortgage	RME		X	
Revolving Credit	RCE		X	

		Applicable To		
Endorsement Type	Form Code	Owner's Policy	Loan Policy	Premium Calculation
Form E — General Endorsement	E	X	X	4
ALTA 11.0-06 (Mortgage Modification)	ALTA 11.0-06		X	
ALTA 12.0-06 (Aggregation)	ALTA 12.0-06		X	
ALTA 14.0-06 (Future Advance Priority)	ALTA 14.0-06		X	
ALTA 14.2-06 (Future Advance Letter of Credit)	ALTA 14.2-06		X	
ALTA 14.3-06 (Future Advance Reverse Mortgage)	ALTA 14.3-06		X	
ALTA 13.0-06 Leasehold Owner's	ALTA 13.0-06	X		
ALTA 13.1-06 Leasehold Loan	ALTA 13.1-06		X	

If an endorsement is issued with either an owner's policy or a loan policy, the premium is:

- 1** – Minimum of ten percent (10%) of the premium of underlying policy. If the endorsement is issued to a simultaneous loan policy, the premium is a minimum of ten percent (10%) of the sum of the premiums for the owner's and loan policy to which the endorsement applies.
- 2** – One to four family residential premium: minimum of \$25.00 and a maximum of \$100.00. Other risks (commercial or greater than one to four family): minimum of \$100.00
- 3** – Premium: minimum of \$25.00
- 4** – No additional charge.

Fund members are advised to charge the minimum rate for all endorsements based upon a stated minimum. All other costs should be allocated as "closing services."



Mortgage Modification Endorsement Worksheet

Issued Through Attorneys' Title Fund Services, LLC

Agent Number Agent Paid with Check No.
Endorsing Policy # Original Amount of Insur
CS

**I. MODIFICATION WHICH CHANGES THE TERMS, CONDITIONS, PRIORITY, OR SECURITY, OTHER THAN THOSE PERMITTED UNDER RULE 690-186.005(13).
THIS SECTION INCLUDES THOSE MODIFICATIONS SPREADING LIENS WHICH ARE NOT CONSTRUCTION LOANS SECURED BY REVOLVING NOTES
AND MORTGAGES TO ADD PROPERTY.**

Unpaid Principal of Loan *Original/Last Effective Date
Premium on Unpaid Principal of the Loan \$ - *New Effective Date
*Required for rating percentage
Times: Percentage, based on the age of the loan X 0%
3 years or under, 30% 4 to 5 years, 50%
3 to 4 years, 40% 5 to 10 years, 60%
Over 10 years original rates and premiums splits apply
Equals premium \$ - (1)
X30% = Old Republic Share \$ - (1a)

II. MODIFICATION TO INSURE A FUTURE ADVANCE

Unpaid Principal Balance + Future Advance = \$ -
New Amt of Insurance

Rate Future Advance at appropriate tiers. The starting tier will depend on where the Unpaid Balance falls.
(If Revolving Line of Credit with Revolving Credit Endorsement, the starting tier will depend on where the original loan amount falls.)

Rating Tiers	Future Advance amt.	Rate per Thousand	Premium	%	Old Republic Share
Up to \$100,000	\$ -	\$ 5.75	\$ -	30%	\$ -
Over \$100,000 up to \$1 million	\$ -	\$ 5.00	\$ -	30%	\$ -
Over \$1 million up to \$5 million	\$ -	\$ 2.50	\$ -	35%	\$ -
Over \$5 million up to \$10 million	\$ -	\$ 2.25	\$ -	40%	\$ -
Over \$10 million	\$ -	\$ 2.00	\$ -	40%	\$ -
Totals:			\$ - (2)		\$ - (2a)

III. MODIFICATION TO SPREAD THE LIEN OF A CONSTRUCTION LOAN SECURED BY REVOLVING NOTE AND MORTGAGE. PURSUANT TO RULE 690-186.003 (8)

Amt. Allocated to additional property + Amt. Allocated to original property = \$ -
Unpaid Prin. Bal

Calculate rate for amount allocated to additional property at the appropriate tiers. The starting tier will depend on where the "Amount Allocated to Original Property" falls.

Rating Tiers	Amt. Allocated To Add'l Prop	Rate per Thousand	Premium	%	Old Republic Share
Up to \$100,000	\$ -	\$ 5.75	\$ -	30%	\$ -
Over \$100,000 up to \$1 million	\$ -	\$ 5.00	\$ -	30%	\$ -
Over \$1 million up to \$5 million	\$ -	\$ 2.50	\$ -	35%	\$ -
Over \$5 million up to \$10 million	\$ -	\$ 2.25	\$ -	40%	\$ -
Over \$10 million	\$ -	\$ 2.00	\$ -	40%	\$ -
Totals:			\$ - (3)		\$ - (3a)

IV. MODIFICATION THAT DOES NOT REQUIRE A PREMIUM (See reverse side for a list of these modifications)

\$0.00

Please check here for modification that does not require premium.

TOTAL PREMIUM ON ENDORSEMENT [1+(> of 2 or 3)] \$ - TOTAL OLD REPUBLIC SHARE [1a+(> of 2a or 3a)] \$ -
Calculate the premium for FF9 and/or NSE using the table on the reverse side:

9-06 not issued with origina or 9-06 is: \$ - \$ - X 30% = \$ - \$ -
NSE not issued with origina or NSE is: \$ - \$ - X 30% = \$ - \$ -

TOTAL PREMIUM* (min \$100) \$ - TOTAL OLD REPUBLIC SHARE \$ -

NAME OF AGENT: AGENT NUMBER:

Fund Net

MODIFICATIONS THAT DO NOT REQUIRE A PREMIUM:

- * Extend the time for repayment
- * Decrease the interest rate, provided the cap on a variable rate mortgage is not more than the original cap and/or the cap is not more than the original fixed rate
- * Increase the interest rate, provided the endorsement contains an exception for the loss of priority resulting from the increase
- * Change the amortization schedule to extend the term
- * Release a portion of secured property
- * Make a correction to either perfect the lien of the insured mortgage or comply with the terms of the lender's original commitment.

PREMIUM for Florida Form 9 Endorsement 9-06 and Navigational Servitude Endorsement (NSE):**10% of premium on:**

Mortgage Modification Type	Update Existing 9-06 or NSE issued with original MP: Charge 10% based upon	New 9-06 or NSE not issued with original MP: Charge 10% based upon
Modification resulting in change to terms, conditions, priority, or security	9-06 and NSE: Mortgage Modification Endorsement Worksheet	9-06 and NSE: Original rate or reissue rate as applicable applied to current unpaid principal balance
Modifications insuring a future advance	and Mortgage Modification Endorsement Worksheet	9-06 and NSE: Original rate or reissue rate as applicable applied to total amount of insurance
Modifications for spreader agreement	and Mortgage Modification Endorsement Worksheet	9-06 and NSE: Original rate or reissue rate as applicable applied to total amount of insurance
Modification not resulting in a change	9-06: no charge NSE: no charge	9-06 and NSE: Original rate or reissue rate as applicable applied to current unpaid principal balance
Modifications to Revolving Line of Credit, Construction Mortgage, or Reverse Mortgage	9-06: Mortgage Modification Endorsement Worksheet, which requires substitution loan rate on entire amount policy NSE: no charge	9-06 and NSE: Original rate or reissue rate as applicable applied to entire policy amount

FF9 and NSE:

If a 9-06 and/or NSE was issued with the original policy and the premium for the extended FF9 and/or NSE coverage for the modification (and/or future advance and/or spreader agreement) is paid, then it is not necessary to attach an additional 9-06 and/or NSE to the policy.

If a 9-06 and/or NSE was not issued with the original policy, and the premium for the extended 9-06 and/or NSE coverage for the modification (and/or future advance and/or spreader agreement) is not paid, then the endorsement should contain the following statement:

"Florida Form 9 Endorsement and/or Navigational Servitude Endorsement coverage is not extended to the mortgage modification (and/or future advance and/or spreader agreement) recorded in Official Book _____ Page _____ and insured by this endorsement."



CERTIFICATE OF ATTENDANCE

Certified Paralegals are required to record evidence of 50 hours of continuing legal education hours to renew the CP credential every 5 years. CLE hours are recorded in CPs' accounts through the [NALA online portal](https://www.nala.org/certification/certtest2view). Of the 50 hours, 5 hours must be in legal ethics, and no more than 10 hours may be recorded in non-substantive areas. If attending a non-NALA sponsored educational event, this certificate may be used to obtain verification of attendance. Please be sure to obtain the required signatures for verification of attendance. The requirements to maintain the CP credential are available from NALA's web site at <https://www.nala.org/certification/certtest2view>. Please keep this certificate in the event of a CLE audit or further information is needed.

PLEASE COMPLETE THE SPACES BELOW AND ATTACH A PROGRAM

Session Length In Hours	Session Topics (Description and Speakers)	Validation of Attendance
1.0	Title Policy Endorsements / Robert Rohan	<i>Robert Rohan</i>

Name of CP (Please Print)			NALA Account Number (On Mailing Label)		
			149113		
Signature of CP			Name of Seminar/Program Sponsor		
			Title Policy Endorsements / ATFS, Inc.		
Address			Authorized Signature of Sponsor Representative		
			<i>Robert Rohan</i>		
			Date of Educational Event:		
City:		State (XX):			
Preferred e-mail address			Location:		
			Recorded Webinar		

For Office Use Only	
Substantive hours	
Non-substantive hours	
Ethics	



FL BAR Reference Number: 2504098N

Title: Title Policy Endorsements

Level: Intermediate

Approval Period: 09/01/2025 - 03/31/2027

CLE Credits

General	1.0
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Certification Credits

Real Estate	1.0
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