

# ALTA 2021 SHORT FORM RESIDENTIAL LOAN POLICY - CURRENT ASSESSMENTS

**ONE-TO-FOUR FAMILY** 

Issued By

### WFG NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.: Issuing Agent: Issuing Office: Issuing Office's ALTA® Registry ID: Loan ID Number: Issuing Office File Number:

#### SCHEDULE A

Name and Address of Title Insurance Company: WFG National Title Insurance Company 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223.

Policy Number. Amount of Insurance: \$ Mortgage Amount: \$ Date of Policy: Property Address:

Premium: \$ Mortgage Date:

- 1. Name of Insured:
- 2. Name of Borrower(s):
- 3. 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 the Date of Policy, vested in the Borrower(s) identified in the Insured Mortgage and named above.
- 4. The Land referred to in this policy is described as set forth in the Insured Mortgage.
- 5. This policy consists of two page(s), unless an addendum is attached and indicated below: Addendum attached
- 6. This policy incorporates by reference the endorsements selected below, if any, adopted by the American Land Title Association as of the Date of Policy:
  - [] ALTA 4.1 Condominium Current Assessments endorsement, if the Land or estate or interest is referred to in the Insured Mortgage as a condominium
  - [] ALTA 5.1 Planned Unit Development Current Assessments endorsement
  - [] ALTA 6 Variable Rate Mortgage endorsement, if the Insured Mortgage contains provisions which provide for an adjustable interest rate
  - [] ALTA 6.2 Variable Rate Mortgage Negative Amortization endorsement, if the Insured Mortgage contains provisions which provide for both an adjustable interest rate and negative amortization
  - [] ALTA 7 Manufactured Housing Unit endorsement, if a manufactured housing unit is located on the Land at the Date of Policy
  - [] ALTA 7.1 Manufactured Housing Conversion Loan Policy endorsement
  - [] ALTA 8.1 Environmental Protection Lien endorsement Paragraph b refers to the following State statute(s): NONE
  - [] ALTA 9.6.1 Private Rights Current Assessments Loan Policy endorsement
  - [] ALTA 9.10 Restrictions, Encroachments, Minerals Current Violations Loan Policy endorsement
  - [] ALTA 14 Future Advance Priority endorsement
  - [] ALTA 14.1 Future Advance Knowledge endorsement
  - [] ALTA 14.3 Future Advance Reverse Mortgage endorsement
  - [] ALTA 22 Location endorsement, if the type of improvement is a one-to-four family residential structure and the Property Address is as shown above
  - [] ALTA 30 Shared Appreciation Mortgage endorsement

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Agent

Authorized Signatory

WFG NATIONAL TITLE INSURANCE CO	MPANY MITTERSTOR
By: From	* 1974
Steve Ozonian, President/CEO	and the case of the
ATTEST:	

Joseph V. McCabe, EVP/General Counsel/Secretary

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, WFG NATIONAL TITLE INSURANCE COMPANY, A SOUTH CAROLINA CORPORATION, (THE "COMPANY"), HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS, AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION (ALTA) LOAN POLICY (07-01-2021), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B REFER TO SCHEDULES A AND B OF THIS POLICY.

# Schedule B

### **EXCEPTIONS FROM COVERAGE**

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.

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

- 1. Those taxes and assessments that become due or payable subsequent to the Date of Policy. Exception 1 does not modify or limit the coverage provided in Covered Risk 11.b.
- 2. Covenants, conditions, restrictions, or limitations, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - a. the violation of those covenants, conditions, restrictions, or limitations on or prior to the Date of Policy;
  - b. a forfeiture or reversion of Title from a violation at the Date of Policy of those covenants, conditions, restrictions, or limitations, including those relating to environmental protection; and
  - c. the invalidation, subordination, or other impairment of the lien of the Insured Mortgage because of a violation at the Date of Policy of any provisions in those covenants, conditions, restrictions, or limitations, including those relating to environmental protection.

As used in Exception 2.a., the words "covenants, conditions, restrictions, or limitations" do not refer to or include any covenant, condition, restriction, or limitation (i) relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or (ii) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that an Enforcement Notice as of the Date of Policy identifies a violation or alleged violation affecting the Land and is not referenced in an Addendum attached to this policy.

- 3. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from:
  - a. the encroachment, at the 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 or other subsurface substances 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 one-to-four family residential purposes by reason of such lease, grant, exception, or reservation of minerals or mineral rights or other subsurface substances; 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 or other subsurface substances so leased, granted, excepted, or reserved.

Nothing herein insures against loss or damage resulting from contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

**NOTICES, WHERE SENT:** Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

WFG NATIONAL TITLE INSURANCE COMPANY 12909 SW 68th Pkwy., Suite 350, Portland, OR 97223 Attention: Claims Department (800) 334-8885 (503) 431-8500 Email address: <u>claims@wfgtitle.com</u> **ANTI-FRAUD STATEMENT**: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.