

#### ALTA 2021 SHORT FORM RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY 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 Condominium Assessments Priority endorsement, if the Land or estate or interest is referred to in the insured Mortgage as a condominium
  - [] ALTA 5 Planned Unit Development Assessments Priority 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 Restrictions, Encroachments, Minerals Loan Policy endorsement
  - [] ALTA 9.6 Private Rights 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.

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WFG NATIONAL TITLE INSURANCE CO	MPANY
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Steve Ozonlan, President/CEO	E of
ATTEST:	

ALTA 2021 Short Form Residential Loan Policy – Assessments Priority 07-01-2021 Technical correction 11-18-21 WFG Form No 3178316 – Idaho Notice Page 1 of 3

Authorized Signatory

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 future violation of those covenants, conditions, restrictions, or limitations, including those relating to environmental protection; and
  - c. provisions in those covenants, conditions, restrictions, or limitations, including those relating to environmental protection, under which the lien of the Insured Mortgage can be invalidated, subordinated, or impaired.

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 or (503) 431-8500 Email address: <u>claims@wfgtitle.com</u>

# **CONTACT INFORMATION**

Idaho Department of Insurance Consumer Affairs 700 W State Street, 3rd Floor PO Box 83720 Boise ID 83720-0043

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov