

**SUCCESSORS & TRANSFEREES COVERAGE ENDORSEMENT**

**This endorsement is issued as part of**

**Policy No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Issued by**

**WFG NATIONAL TITLE INSURANCE COMPANY**

WFG National Title Insurance Company herein called “The Company”.

1. If this endorsement is attached to an ALTA Owners Policy Rev 10/17/92 (NJRB 1-11), Paragraph 1(a) of the CONDITIONS AND STIPULATIONS is amended by deleting the same in its entirety and substituting the following definition of “insured”:

(a) "insured" : the insured named in Schedule A and, subject to any rights or defenses the Company would have against the named insured –

(i) those who succeed to the interest of the named insured by operation of law, as distinguished from voluntary conveyance or transfer, including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, corporate or fiduciary successors (including successors by merger, consolidation or change of name) or distributees;

(ii) trustees or beneficiaries under inter vivos or testamentary trusts, provided that the named insured is the settlor or testator thereof; and that said transfer is for no or nominal stated consideration;

(iii) transferees for no or nominal stated consideration, provided that the named insured and the transferee are related by blood or marriage, or (if the transferee is other than a natural person) the transferor is the owner of all or substantially all of the stock or other interests in the transferee or vice versa, or all or substantially all of the stock or other interests in both the transferor and transferee are owned by the same person(s) or entity(ies).

1. If this endorsement is attached to an ALTA Residential Policy (1979) (NJRB 1-04) or an ALTA Residential Policy 6/1/87 (NJRB 1-06), the following is added to Section 2 of the CONDITIONS:

This Policy also protects trustees or beneficiaries under inter vivos or testamentary trusts, provided that the named insured is the settlor or testator thereof, and that said transfer is for no or nominal stated consideration; transferees for no or nominal stated consideration, provided that the named insured and the transferee are related by blood or marriage, or (if the transferee is other than a natural person) the transferor is the owner of all or substantially all of the stock or other interests in the transferee or vice versa, or all or substantially all of the stock or other interests in both the transferor and transferee are owned by the same person(s) or entity(ies).

1. If this endorsement is attached to an ALTA Enhanced Coverage Policy 1/5/98 (NJRB 1-14), Paragraph 2.b of the CONDITIONS is amended by deleting it and substituting the following:

b. This Policy also insures:

(1) anyone who inherits Your Title because of Your death;

(2) Your spouse who received Your Title because of dissolution of Your marriage;

(3) the trustee or successor trustee of a Trust to whom You transfer Your Title after the Policy Date;

(4) the beneficiaries of Your Trust upon Your death;

(5) trustees or beneficiaries under inter vivos or testamentary trusts, provided that the named insured is the settlor or testator thereof; and that said transfer is for no or nominal stated consideration; or

(6) transferees for no or nominal stated consideration, provided that the named insured and the transferee are related by blood or marriage.

1. If this endorsement is attached to an ALTA Homeowner’s Policy 10/17/98 (NJRB 1-16), Paragraph 2.b of the CONDITIONS is amended by deleting it and substituting the following:

b. This Policy also insures:

(1) anyone who inherits Your Title because of Your death;

(2) Your spouse who received Your Title because of dissolution of Your marriage;

(3) the trustee or successor trustee of Your Trust or any Estate Planning Entity created for You to whom or to which You transfer Your Title after the Policy Date;

(4) the beneficiaries of Your Trust upon Your death;

(5) anyone who received Your Title by a transfer effective on Your Death as authorized by law;

(6) trustees or beneficiaries under inter vivos or testamentary trusts, provided that the named insured is the settlor or testator thereof; and that said transfer is for no or nominal stated consideration; or

(7) transferees for no or nominal stated consideration, provided that the named insured and the transferee are related by blood or marriage.

1. If this endorsement is attached to an ALTA Owners Policy 6/17/06 (NJRB 1-15), Paragraph 1(d)(i)(D) of the CONDITIONS is amended by deleting it and substituting the following:

(D) a grantee of an Insured under a deed delivered for no or nominal stated consideration conveying the Title

(1) if all or substantially all of the stock, shares, memberships, or other equity interests of the grantee are owned by the named Insured,

(2) if the grantee owns all or substantially all of the stock, shares, memberships, or other equity interests of the named Insured,

(3) if all or substantially all of the stock or other interests in both the grantor and the grantee are owned by the same person(s) or Entity(ies) or the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity,

(4) if the grantee is a trustee or beneficiary under an inter vivos or testamentary trust, provided that the Insured named in Schedule A is the settlor or testator thereof, or

(5) if the grantee is related to the Insured named in Schedule A by blood or marriage.

1. If this endorsement is attached to an ALTA Owners Policy of Title Insurance 07-01-2021 (NJRB 1-17), Paragraph 1.g.i.(e). of the CONDITIONS is amended by deleting it and substituting the following:

(e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:

(1). an Entity, if:

(A). all or substantially all of the stock, shares, memberships, or other equity interests of the grantee are owned by the named Insured;

(B). the grantee owns all or substantially all of the stock, shares, memberships, or other equity interests of the named Insured; or

(C). all or substantially all of the stock or other interests in both the grantor and the grantee are owned by the same person(s) or Entity(ies) or the grantee is wholly owned by an Affiliate of the named Insured;

(2). a trustee or beneficiary of a trust created by a written instrument, provided that the settlor or testator is an Insured named in Item 1 of Schedule A;

(3). a spouse who receives the Title because of a dissolution of marriage;

(4). a transferee by a transfer effective on the death of an Insured as authorized by law;

(5). a transferee for no or nominal consideration related to the Insured named in Item 1 of Schedule A by blood or marriage; or

(6). another Insured named in Item 1 of Schedule A.

1. If this endorsement is attached to an ALTA Homeowner’s Policy of Title Insurance 07-01-2021 (NJRB 1-17), Paragraph 2.b. of the CONDITIONS is amended by deleting it and substituting the following:

b. This policy also insures:

i. anyone who receives Your Title by operation of law upon Your death;

ii. Your spouse who receives Your Title because of a dissolution of Your marriage;

iii. Your Estate Planning Entity to which You transfer Your Title after the Date of Policy;

iv. any beneficiary or distributee of Your Estate Planning Entity who receives Your Title;

v. anyone who receives Your Title by a transfer effective upon Your death as provided by law;

vi. another Insured named in Item 1 of Schedule A;

vii. trustees or beneficiaries of a trust created by a written instrument, provided that the settlor or testator is an Insured named in Item 1 of Schedule A; or

viii. transferees for no or nominal consideration related by blood or marriage to the Insured named in Item 1 of Schedule A.

The phrase “stated consideration” as used in this endorsement refers to the consideration set forth on the face of the deed, but excludes other forms thereof which may be deemed “consideration” within the meaning of the Realty Transfer Tax Act, N.J.S.A. 46:15-5 *et seq.*

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.

**WFG NATIONAL TITLE INSURANCE COMPANY**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Authorized Signatory**