

Provides coverage to a Lender, which is making a loan in foreign currency, against loss or damage by reason of the invalidity or unenforceability of the mortgage resulting from the provisions for revaluation of the indebtedness and loss of priority caused by changes in the conversion rate.

ENDORSEMENT

Attached to Policy No. SAMPLE

Issued by _____

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for revaluation of the indebtedness secured thereby based upon changes in the conversion rate between U.S. dollars and the stated foreign currency.
2. Loss of priority of the lien of the insured mortgage as security for the principal balance for the loan, which loss of priority is caused by changes in the conversion rate.

The Company acknowledges that changes from time to time in the conversion rate between U.S. dollars and the stated foreign currency may decrease or increase the dollar amount of the indebtedness secured by the insured mortgage. This Policy shall provide insurance coverage for the amount of the indebtedness outstanding and unpaid at any given time, notwithstanding any terms or provisions of the Policy to the contrary; provided, however, that the total liability of the Company under the Policy at any time shall not exceed, in the aggregate, the face amount of the Policy and the costs which the Company is obligated to pay under the terms and provisions of the Policy.

"Changes in the conversion rate", as used in this Endorsement, shall mean only those changes in the conversion rate calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This Endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth-in-lending law.

If this Endorsement is attached to an ALTA Loan Policy - 1970, then the reference hereinafter to Section 8(d) shall be deemed to refer to Paragraph 8(b).

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 that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions from Coverage or Section 8(d) of the Conditions and Stipulations. 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 prior endorsements, nor does it increase the face amount thereof.