

Provides coverage to a Lender concerning covenants, conditions and restrictions, encroachments and easements. Expects coverage for damage to improvements resulting from the use of the surface as a right of entry onto said land to prospect for, mine and remove the mineral estate.

ENDORSEMENT

Attached to Policy No. SAMPLE

Issued by _____

The Company hereby insures against loss which said insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance which the Company hereby gives:
 - a. That there are no covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated or otherwise impaired;
 - b. That there are no present violations on said land of any enforceable covenants, conditions or restrictions;
 - c. That, except as shown in Schedule B, there are no encroachments of buildings, structures or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures or improvements located on adjoining lands.
2.
 - a. Any future violations on said land of any covenants, conditions or restrictions occurring prior to acquisition of title to said estate or interest by the Insured, provided such violations result in impairment or loss of title to said estate or interest if the Insured shall acquire such title in satisfaction of the indebtedness secured by such mortgage;
 - b. Unmarketability of the title to said estate or interest by reason of any violations on said land, occurring prior to acquisition of title to said estate or interest by the insured or any covenants, conditions or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees:

which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;

4. Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

Wherever in this endorsement any or all the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants and conditions contained in any lease referred to in Schedule A.

The total liability of the Company under said policy and any endorsements therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This Endorsement is made a part of said policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

This Endorsement is not to be construed as insuring the title to said estate or interest as of any later date than the date of said policy, except as herein expressly provided as to the subject matter hereof.