

ENDORSEMENT

ATTORNEYS' TITLE GUARANTY FUND, INC.

Policy No.:

State Issued:

REVOLVING CREDIT ENDORSEMENT 2

ATG insures the Insured against loss or damage sustained by the Insured by reason of:

1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest; or
2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as caused by the changes in the rate of interest; or
3. Loss of priority of the lien of the insured mortgage caused by the fact that disbursements are made subsequent to the Date of Policy, as to such subsequent disbursements made strictly according to the provisions of the insured mortgage or the Revolving Credit Agreement and Disclosure Statement secured thereby.

Coverage under this policy is limited to the amount of all disbursements outstanding and unpaid at any given time plus interest thereon, and any disbursements made for the payment of taxes, special assessments or insurance on the real property, with interest on such disbursements not exceeding the Amount of Insurance. This endorsement does not insure against loss or damage based upon (a) usury, (b) any consumer credit or truth-in-lending law; (c) bankruptcies appearing in the public records affecting the estate or interest of the borrower prior to the date of any disbursement and subsequent to the Date of Policy, (d) any advance made after the Insured has actual knowledge of a sale or transfer of all or any portion of the estate or interest encumbered by the insured mortgage, (e) any advance made during any period in which an event of default exists under the terms of the insured mortgage or the revolving credit agreement secured thereby, (f) the lien of real estate taxes or special assessments for local improvements levied after the Date of Policy, (g) liens for federal taxes, or (h) mechanics' liens against the property.

For purposes of this endorsement, and notwithstanding any terms or provisions in this policy to the contrary, "changes in the rate of interest" shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy, and "disbursements" shall mean extensions of credit under and pursuant to the terms and provisions of the insured mortgage and the loan agreement. An extension of credit shall occur as of the date on which a check is drawn on the account established pursuant to the loan agreement (represented by the date appearing on the check) or on the date which, and at the time when the Insured, pursuant to its contractual obligations under the loan agreement, authorizes a charge pursuant to the obligation under or on the credit card issued to or on behalf of the holder of the account, or a credit card charge is actually made, or an advance is otherwise made pursuant to the loan agreement.

This endorsement is made a part of the policy and is subject to all terms and provisions thereof and of any prior endorsements thereto. 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 any prior endorsements, nor does it increase the face amount thereof.

Date

Member No.

Signature of Member or Authorized Signatory