



# Fidelity National Title

INSURANCE COMPANY

## COMMERCIAL REVOLVING CREDIT ENDORSEMENT FOR COMMERCIAL CREDIT LINE MORTGAGES WHICH SECURE A MAXIMUM PRINCIPAL INDEBTEDNESS OF \$3,000,000 OR MORE

Attached to and made a part of Policy Number \_\_\_\_\_

The Company hereby insures the owner of the indebtedness secured by the mortgage referred to in Schedule A against loss which said insured shall sustain by reason of loss of priority of the lien of the insured mortgage as to each and every advance made pursuant to the provisions of the insured mortgage and loan agreement provided, however, that no coverage is given as to any advance made after the insured has actual knowledge of any sale or transfer of the insured premises, or during any period in which the insured has actual knowledge of an Event of Default under the terms of the insured mortgage and loan agreement.

This endorsement does not insure against loss or damage based upon:

- (a) Federal Tax Liens or Bankruptcies appearing in the public records prior to the time of such advance and affecting the estate of the mortgagor;
- (b) real estate taxes, assessments, water and sewer rent charges;
- (c) mortgage tax on advances made after the aggregate amount of advances exceeds the face amount of the mortgage,
- (d) mechanic's liens; and,
- (e) statutory liens arising after the Date of Policy which by virtue of federal, state or local laws are entitled to priority over the insured mortgage.

For purposes of this endorsement, and notwithstanding any terms or provisions in this Policy to the contrary, the following terms shall be defined as follows:

Advances shall mean extensions of credit under and pursuant to the terms and provisions of the Mortgage and Loan Agreement. An extension of credit shall occur on the date on which and at the time when the insured, pursuant to its contractual obligations under the Mortgage and Loan Agreement, either honors a check drawn on the account established by the Mortgage and Loan Agreement or an advance is otherwise made pursuant to said Mortgage and Loan Agreement.

This Policy shall provide insurance coverage for the amount of all advances outstanding and unpaid at any given time (up to the Amount of Policy) notwithstanding the fact that prior advances may have been made and previously repaid.

**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 as modified by the provisions hereof. The assurance afforded by this endorsement is not subject to the provisions of sub-paragraphs 3(d) of the Exclusions From Coverage. This endorsement does not extend the Date of Policy or any prior endorsements, nor does it increase the Amount of Insurance.

**IN WITNESS WHEREOF**, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized signatory and countersigned on the date hereinafter set forth.

**DATED:**

Countersigned: \_\_\_\_\_

**Fidelity National Title Insurance Company**



BY

*[Signature]*  
President

ATTEST

*[Signature]*  
Secretary

BY: \_\_\_\_\_