



Fidelity National Title

INSURANCE COMPANY

SHORT FORM RESIDENTIAL LOAN POLICY
ONE-TO-FOUR FAMILY
- NEW YORK -
Issued by
Fidelity National Title Insurance Company

SCHEDULE A

Name and Address of Title Insurance Company:

File No.:

Policy No.:

Loan No.:

Address Reference: Street Address:
County and State:

Amount of Insurance: \$

Mortgage Amount: \$

Mortgage Date:

Date of Policy:

Name of Insured:

Name of Borrower(s):

The estate or interest in the Land identified in this Schedule A and which is encumbered by the Insured Mortgage is fee simple and is, at Date of Policy, vested in the borrower(s) shown in the Insured Mortgage and named above.

The Land referred to in this policy is described as set forth in the Insured Mortgage.

This policy consists of one page, including the reverse side hereof, unless an addendum is attached and indicated below:

Addendum attached

No addendum attached

The endorsements indicated below are incorporated herein:

TIRSA RESIDENTIAL MORTGAGE ENDORSEMENT

TIRSA STANDARD NEW YORK POLICY ENDORSEMENT

TIRSA ENDORSEMENT 4 (Condominium)

TIRSA ENDORSEMENT 5.1 (Planned Unit Development)

TIRSA ENDORSEMENT 6 (Variable Rate)

TIRSA ENDORSEMENT 6.2 (Variable Rate – Negative Amortization)

TIRSA ENDORSEMENT 8.1 (Environmental Protection Lien)

TIRSA WAIVER OF ARBITRATION ENDORSEMENT

[Any additional endorsements must be attached.]

Countersigned: _____

BY: _____

Fidelity National Title Insurance Company



BY

[Signature]
President

ATTEST

[Signature]
Secretary

SUBJECT TO THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B BELOW, AND ANY ADDENDUM ATTACHED HERETO, FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION, HEREIN CALLED THE "COMPANY," HEREBY INSURES THE INSURED IN ACCORDANCE WITH AND SUBJECT TO THE TERMS, EXCLUSIONS AND CONDITIONS SET FORTH IN THE AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (6-17-06), ALL OF WHICH ARE INCORPORATED HEREIN. ALL REFERENCES TO SCHEDULES A AND B SHALL REFER TO SCHEDULES A AND B OF THIS POLICY.

SCHEDULE B

EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE INSURANCES

Except to the extent of the affirmative insurance set forth below, this policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees, or expenses) which arise by reason of:

1. Covenants, conditions, or restrictions, if any, appearing in the Public Records; however, this policy insures against loss or damage arising from:
 - (a) the violation of those covenants, conditions, or restrictions on or prior to Date of Policy;
 - (b) a forfeiture or reversion of Title from a future violation of those covenants, conditions, or restrictions, including those relating to environmental protection; and
 - (c) provisions in those covenants, conditions, or restrictions, including those relating to environmental protection, under which the lien of the Insured Mortgage can be extinguished, subordinated, or impaired.

As used in paragraph 1(a), the words "covenants, conditions, or restrictions" do not refer to or include any covenant, condition, or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded or filed in the Public Records at Date of Policy and is not referenced in an addendum attached to this policy.

2. Any easements or servitudes appearing in the Public Records; however, this policy insures against loss or damage arising from (a) the encroachment, at Date of Policy, of the improvements on any easement, and (b) any interference with or damage to existing improvements, including lawns, shrubbery, and trees, resulting from the use of the easements for the purposes granted or reserved.
3. Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the Public Records; however, this policy insures against loss or damage arising from (a) any affect on or impairment of the use of the Land for residential one-to-four family dwelling purposes by reason of such lease, grant, exception or reservation of minerals or mineral rights, and (b) any damage to existing improvements, including lawns, shrubbery, and trees, resulting from the future exercise of any right to use the surface of the Land for the extraction or development of the minerals or mineral rights so leased, granted, excepted, or reserved. Nothing herein shall insure against loss or damage resulting from subsidence.

NOTICES, WHERE SENT: Any notice of claim or other notice or statement in writing required to be given the Company under this policy must be given to the Company at the following address Fidelity National Title Insurance Company, P.O. Box 45023, Jacksonville, Florida 32232-5023 Attn: Claims Dept.

ADDENDUM
TO
SHORT FORM RESIDENTIAL LOAN POLICY

Addendum to Policy Number: _____ File Number: _____

SCHEDULE B (Continued)

IN ADDITION TO THE MATTERS SET FORTH ON SCHEDULE B OF THE POLICY TO WHICH THIS ADDENDUM IS ATTACHED, THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) THAT ARISE BY REASON OF THE FOLLOWING:

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