

**NY STG TIRSA SUCCESSOR IN OWNERSHIP OF INDEBTEDNESS INSURED MORTGAGE ENDORSEMENT - LOAN POLICY**

**ATTACHED TO AND MADE A PART OF POLICY NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

|  |  |
| --- | --- |
| **File No.:** \_\_\_\_\_\_\_\_\_\_\_ |  |

The Company hereby extends the benefits of the policy to (the “Assignee”), as of the Date of Policy, but only to the extent that the Insured Mortgage and the note(s) or obligations(s) secured thereby have been properly and validly assigned and delivered to the Assignee, and subject to the exclusions contained in this endorsement, the Exclusions From Coverage in the policy, the provisions of the Conditions, and the exceptions contained in Schedule B of the policy.

This endorsement does not insure the Assignee against loss or damage (and the Company will not pay costs, attorneys’ fees, or expenses) sustained by the Assignee by reason of:

1. The failure of the Insured Mortgage and the note(s) or obligations(s); secured thereby to vest in the Assignee;

2. Any assignment, modification, partial or full reconveyance, release, or discharge of the lien of the Insured Mortgage recorded in the Public Record after the Date of Policy and on or prior to the date of this endorsement; or

3. Any claim that arises out of the transaction creating the assignment by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws based on:

a. The assignment being deemed as fraudulent conveyance or fraudulent transfer; or

b. The assignment being deemed a preferential transfer.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

**DATED:** \_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| |  | | --- | | Countersigned by: | | Authorized Countersignature | | Company Name | | City, State | |  |  |
|  | | |