

**NY STG TIRSA ADDITIONAL INTEREST ENDORSEMENT**

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

ISSUED BY

STEWART TITLE GUARANTY COMPANY

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

1. The insurance provided by this endorsement is subject to the exclusions in Section 3 of this endorsement, the Exclusions from Coverage in the policy, the Exceptions from Coverage contained in Schedule B, and the Conditions. As used in this endorsement:

a. “Additional Interest” means the additional interest calculated pursuant to the formula provided in the loan documents secured by the Insured Mortgage.

b. “Additional Amount of Insurance” is $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage under this endorsement.

2. The Company insures against loss or damage sustained by the Insured, not to exceed the Additional Amount of Insurance, by reason of the invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage as security for the payment of the Additional Interest.

3. This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees, or expenses that arise by reason of:

a. the calculation of the amount, if any, determined by a court of competent jurisdiction as the amount of the Additional Interest, including, without limitation, the consequences of New York Civil Practice Law and Rules, Section 5001 et seq.;

b. the operation of laws relating to bankruptcy, unconscionability or unreasonableness; or

c. the invalidity or unenforceability or lack of priority of the lien of the Insured Mortgage as security for the Additional Interest because all applicable mortgage recording or similar intangible taxes were not paid.

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 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 amount of insurance.

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

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