

**NY STG TIRSA RESIDENTIAL MORTGAGE ENDORSEMENT - 1 TO 4 FAMILY**

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

ISSUED BY

STEWART TITLE GUARANTY COMPANY

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

1. For purposes of this endorsement only:

a. “Improvement” means an existing building or improvement, used for residential purposes only and located on the Land at Date of Policy and that by law constitutes real property.

b. “Covenant” means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.

2. The Company insures against loss or damage sustained by the Insured by reason of:

a. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement listed as an Exception in Schedule B, in the event that the owners of the easement shall, for the purposes of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or

b. A violation of a Covenant that:

i. divests, subordinates or extinguishes the lien of the Insured Mortgage; or

ii. results in the invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage, or

iii. causes a loss of the Insured’s Title acquired in satisfaction or partial satisfaction of the Indebtedness; or

c. A violation on the Land at Date of Policy of an enforceable Covenant, unless an Exception in Schedule B of the policy identifies the violation.

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

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