



**CA-STG MODIFIED CLTA 104.10 ENDORSEMENT - Assignment of Mortgage
LOAN POLICY**

ATTACHED TO POLICY NUMBER _____

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: _____

Charge: _____

The Company insures _____ (collectively referred to as the "Insured Assignee") against loss or damage sustained by the Insured Assignee by reason of any of the following:

- (a) The failure of the beneficial interest under the Insured Mortgage to have been transferred to the Insured Assignee by a valid assignment or assignments;
- (b) The existence of any reconveyance, either full or partial, of the Insured Mortgage, or any modification or subordination thereof, appearing in the Public Records at the Date of Endorsement, other than those shown in the policy or a prior endorsement, except: _____.

As to each and/or any Insured Assignee, any impairment, failure or loss of title to the beneficial interest transferred to the Insured Assignee is expressly excluded from the coverage hereof if resulting from:

- (a) lack of possession of the original promissory note secured by the Insured Mortgage; or
- (b) the absence from the original promissory note of a proper endorsement to the Insured Assignee; or
- (c) Any claim, allegation, or determination, as to each and/or any Insured Assignee, that the beneficial interest insured herein, or the underlying transaction, involves the sale of a Security and/or is in violation of State or Federal Securities Laws.

This endorsement does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses, by reason of 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 that is based on the assignment being deemed a:

- 1. fraudulent conveyance or fraudulent transfer; or
- 2. voidable transfer under the Uniform Voidable Transactions Act; or
- 3. preferential transfer.

This endorsement shall be effective provided that, at the Date of Endorsement, (1) the note or notes secured by the lien of the Insured Mortgage have been properly endorsed and delivered to the Insured Assignee, or (2) if the note or notes are transferable records, the Insured Assignee has "control" of the single authoritative copy of each "transferable record" as these terms are defined by applicable electronic transactions laws.

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.

Date of Endorsement: _____

Countersigned by:

Authorized Countersignature


Company Name

City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary