

Endorsement to Mortgage Guaranty Master Policy (Incontestability)

The purpose of this Endorsement is to amend Section 2.4 of the above Policy (Form 71–7135 (8/94), but not any other Endorsement to the Policy under which Loans are insured), relating to the incontestability of coverage, by deleting paragraph b. of Section 2.4. To the extent of any inconsistency or conflict between the terms of the Policy and this Endorsement, this Endorsement will control.

- A. Section 2.4 is amended by deleting paragraph b. thereof.
- B. Prior to this Endorsement, Paragraph b. of Section 2.4, which is being deleted, read as follows:
 - b. The Borrower must have made twelve (12) consecutive full installment payments of principal, interest and impound or escrow amounts in the amounts as called for by the Loan, and all those payments must have been made from the Borrower's own funds.

A payment will be considered to be "consecutive" only if it is made prior to the date the next scheduled installment becomes due. The "Borrower's own funds" will include any funds used by the Borrower for the purpose of making installment payments, but will not include funds provided directly or indirectly by any other Person (other than the Borrower) who is or was a party to the Loan or to the related Property transaction, unless expressly set forth in the Application.

C. This Endorsement will apply only to those Loans with a Commitment Effective Date which is on or after May 1, 1996. Section 2.4, which is being deleted, read as follows:

All terms capitalized will have the meanings set forth in the Policy, except as otherwise defined herein. Nothing herein contained will be held to vary, alter, waive or extend any of the terms and conditions of the Policy, or any amendments thereto, except as expressly set forth above.