

**LOAN POLICY OF TITLE INSURANCE  
ENDORSEMENT FORM (Form T-38) (Pursuant to P-9.b.(3))**

Partial Release, Release of Additional Collateral,  
Modification Agreement, Reinstatement Agreement, or  
Release From Personal Liability

ENDORSEMENT NUMBER: \_\_\_\_\_

Premium: \$ \_\_\_\_\_

G. F. No.: \_\_\_\_\_

Attached to and made a part of \_\_\_\_\_ Title Insurance Company Policy No.  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

As to the above numbered loan policy, the company will not claim that the policy coverage has terminated or that policy coverage has been reduced, solely by reason of the execution of:

\_\_\_\_\_  
(Here describe the instrument by stating whether it is a partial release, release of additional collateral, modification agreement, reinstatement agreement or release from personal liability and then more fully describe the instrument by filling the blanks below.)

dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, filed for record on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_ M. in the office of the County Clerk of \_\_\_\_\_ County, Texas, under clerk's file number \_\_\_\_\_ and/or recorded in Volume /Book \_\_\_\_\_, Page \_\_\_\_\_ of the \_\_\_\_\_ Records of said County (the "Instrument").

If, by the terms of the Instrument, the maturity date of the indebtedness secured by the insured lien is extended beyond the original period of limitation applicable to such indebtedness, this endorsement shall be construed to include the following:

"The issuance of this endorsement shall maintain the liability hereunder (should this insured remain as a lien holder only), for the period of limitation applicable to the indebtedness secured by the lien described on Schedule "A" calculated from the renewed and extended maturity date of such indebtedness."

This endorsement, notwithstanding anything in the Instrument to the contrary, does not change the original effective date of the loan policy or the face amount of insurance stated on Schedule "A" thereof, nor does it alter or increase the coverage of the policy.

This endorsement shall not be construed to include within its scope any modification agreement, reinstatement agreement or other instrument not specifically set forth above and described herein by volume/page or clerk's file number.

The Company shall have no liability by reason of: (i) the invalidity of the Instrument or any part thereof; or (ii) the failure to record any renewal and/or extension agreement.

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 Instrument (the "Transaction") by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:

1. the Transaction being deemed a fraudulent conveyance or fraudulent transfer; or
2. the Transaction being deemed a preferential transfer except where the preferential transfer results from the failure
  - a. to timely record the Instrument; or
  - b. of such recordation to impart notice to a purchaser for value or to a judgment or lien creditor.

This endorsement is subject to the Schedule "B" exceptions, the Exclusions from Coverage, and the Conditions of the Policy.

IN WITNESS HEREOF, the \_\_\_\_\_ TITLE INSURANCE COMPANY has caused this Endorsement to be executed by its President under the seal of the Company, but this Endorsement is to be valid only when it bears an authorized countersignature.

\_\_\_\_\_ Title Insurance Company

\_\_\_\_\_  
President

\_\_\_\_\_  
Authorized Countersignature

**---NOTICE---**

No title search is performed in connection  
with the issuance of this endorsement  
form.