



Notice and Waiver

Date:

File Number:

Property Address:

Notice is hereby given that, should you have a mortgage lender involved in this closing, the title insurance policy issued to your lender will not afford title insurance protection to you in the event of a defect or claim of defect in title to the above referenced real estate which you are acquiring (such as unpaid bills for labor and material, forgery, missing heirs or tax liens), and that an owner's title insurance policy in your favor for the amount of your purchase price (or for the amount of your purchase price plus the cost of any improvements which you anticipate making) may be purchased.

If you do not wish to purchase that protection of an owner's title insurance policy, Tennessee law (TCA §56-35-133) requires that you mark the first statement below and sign this form.

- This is to certify that we have received the foregoing notice and waive our right to purchase an owner's title insurance policy for our protection. We further acknowledge that the settlement agent in this transaction, and/or their agents and/or assigns, shall have no responsibility to the undersigned for the status of the title to the real estate we are purchasing.
- We desire to obtain an ALTA Owner's Policy (2006), the standard policy. We further acknowledge that we have been offered an ALTA Homeowner's Policy of Title Insurance for One-To-Four Family Residence (10/17/98), the enhanced policy, and we have been informed that the enhanced policy provides greater coverage than the standard policy for a small additional premium. We have been given a chart summarizing the additional coverages, and we have been informed that a copy of the standard policy and/or the enhanced policy can be made available upon request. We decline the added protection of the enhanced policy.
- We desire to obtain the ALTA Homeowner's Policy of Title Insurance for One-To-Four Family Residence (10/17/98), the enhanced policy.

Buyer



Compare the Coverage

Residential Owner's Policies

Coverage	Standard Policy**	Homeowner's Policy
1. Someone else owns an interest in your title	X	X
2. Someone else has an easement on your land	X	X
3. Improperly executed, delivered or recorded documents	X	X
4. Forgery, fraud, duress, incompetence, incapacity or impersonation	X	X
5. Defective recording of document	X	X
6. Restrictive covenants limiting use of land	X	X
7. A lien on your title because of a deed of trust, judgment lien, special assessment or homeowner's association charge	X	X
8. Unmarketable title	X	X
9. Mechanic's Liens	X	X
10. Plan Language	X	X
11. Coverage continues indefinitely	X	X
12. Rights under leases, contracts or options	X	X
13. Inability to use land for single-family dwelling because of a violation of a zoning ordinance	X	X
14. Pay rental costs for a substitute residence	X	X
15. Discriminatory covenants		X
16. Forced correction or removal of any structure due to restrictive covenants violations		X
17. Unrecorded easements		X
18. Supplemental taxes		X
19. Survey coverage without a survey for certain Covered Risks		X
20. Revision of forfeiture of title due to restrictive covenants violations		X
21. Actual vehicular and pedestrian access based on legal right		X
22. Damage to existing improvements, including landscaping, due to exercise of existing mineral rights		X
23. Pays costs to relocate personal property and damage to personal property during move		X
24. Damage to existing structures due to maintenance or use of any easement affecting your property*		X
25. Subdivision Law violations of previous owners*		X
26. Forced removal of any structure that violates an existing zoning law*		X
27. Enhanced marketability coverage (including subdivision law violation*)		X
28. Failure to obtain building permit by previous owner*		X
29. Forced removal of any structure including boundary walls and fences which encroaches onto your neighbor's property, onto an easement or over a building setback line*		X
30. Post Policy inflation coverage up to 150% of the original policy		X
31. Post Policy coverage for adverse possession		X
32. Post Policy coverage for prescriptive easement(s)		X
33. Post Policy coverage for forgery or impersonation		X
34. Post Policy coverage extends to Living Trust beneficiaries and trustees		X
35. Post Policy coverage for defective title		X
36. Post Policy coverage for a neighbor's encroachment, other than boundary wall or fence, onto your property		X

*Subject to a deductible and maximum indemnity liability, which may be less than the policy amount