ENDT. NO.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under Me following,

# BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDERS RISK COVERAGE FORM STANDARD PROPERTY POLICY

#### **SCHEDULE**

				Provisions Applicable		
Prem	Bldg.	Description of Property	Loss Payee	Loss	Lender's	Contract
No.	No.		(Name & Address)	Payable	Loss Payable	Of Sale

A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to me LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an X" in the Schedule:

### **B. LOSS PAYABLE**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- 1. Adjust losses with you; and
- 2. Pay any claim for toss or damage jointly to you and the Loss Payee, as interests may appear.

## C. LENDER'S LOSS PAYABLE

- 1. The Loss Payee shown in the Schedule or in the Declarations s a creditor, including a mortgageholder or trustee, whose interest in Covered Properly is established by such written instruments as:
  - a. Warehouse receipts;
  - b. A contract for deed:
  - c. Bills of lading;
  - d. Financing statements; or
  - e. Mortgages, deeds of trust, or security agreements.
- 2. For Covered Property in which both you and a Loss Payee have an insurable interest:
  - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
  - c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
    - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so:
    - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so: and
    - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part;
  - (1) The Loss Payee's rights will be transferred to us to me extent of me amount we pay; &
  - (2) The Loss Payee's rights to recover the full amount of me Loss Payee's claim will not be impaired.
  - At our option, we may pay to the Loss Payee the whole principal on Me debt plus any accrued interest. In this event, you will pay your remaining debt to us.
- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
- a. 10 days before me effective date of cancellation if we cancel for your nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

## D. CONTRACT OF SALE

- 1. The Loss Payee shown in me Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
- a. Adjust losses with you; and
- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to the OTHER INSURANCE Condition:
- For Covered Property that is the subject of a contract of sale, the word you" includes the Loss Payee.

## ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attached to and forming a part of policy number	issued by: , North Shore Management		
issued to: effective date:	BY:		
	AUTHORIZED REPRESENTATIVE		

CP 12 18 0695 Page 2 of 2