



National Mortgage Insurance Corporation Utah State Variation Endorsement to Master Policy Mortgage Guaranty Insurance (AS08.12.01 07 13)

Upon the Company's issuance of this endorsement to the Insured, the Mortgage Guaranty Insurance Master Policy, Form No. AS08.12.01 07 13 (the "Policy") is hereby amended as follows for each Loan and its related Certificate to the extent required by Utah law.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Policy.

1. **Section V.A.2 Filing of Claim** is hereby deleted and replaced in its entirety with the following language:

The Insured or, where it does so directly, the Third-Party Beneficiary, shall file a Claim no later than sixty (60) days, (or such longer period as the Company and Third Party Beneficiary may agree to in writing), after the earlier of acquiring the Borrower's Title to the Property, or a Third-Party Sale, or if the Insured or the Third-Party Beneficiary so elects, after expiration of the Borrower's right of redemption, if any. Notwithstanding the foregoing, if a Third-Party Sale is approved following the submission of a Claim, the Company will re-establish the Claim filing date to such Third-Party Sale date according to this Section V(A)(2) for Claim administration following resubmission of a Claim. For avoidance of doubt, re-establishment of the Claim submission date means that the Claim must be submitted no later than sixty (60) days after the consummation of the Third-Party Sale, and Advances incurred and paid subsequent to the date of the original submission of the Claim, and through the date of resubmission of the Claim, shall be considered as part of the Claim Amount under Subsection V(A)(3)(c), including unpaid and accrued interest through the date of consummation of the Third-Party Sale. For purposes of this Section V(A)(2), the Insured or the Third-Party Beneficiary shall not be deemed to have acquired Borrower's Title until all procedures mandated by Applicable Law for transfer of title have been completed and the Insured or the Third-Party Beneficiary has full rights to the Property. Failure of the Insured or the Third-Party Beneficiary to file a Claim within this time period shall relieve the Company of any obligation to include in the Claim Amount interest and Advances accruing on the Loan after such sixty (60) day period has expired. Unavailability of Company forms is not a valid reason to delay filing a Claim. Notwithstanding the foregoing, failure by the Insured or Third Party Beneficiary to file a Claim within the time period required under this Section does not invalidate such Claim, if the Insured or Third Party Beneficiary shows that it was not reasonably possible to file the Claim within the prescribed time and that the Claim was filed as soon as reasonably possible. Within ninety (90) days after payment of the Claim by the Company, the Insured or, where it does so directly, the Third-Party Beneficiary shall be entitled to submit a supplemental Claim, in an amount equal to Advances incurred and paid pursuant to Section IV(J) (Advances) of this Policy subsequent to the commencement of the Claim Settlement Period that were not included in the initial Claim, and such supplemental Claim shall be paid by the Company within sixty (60) days after receipt thereof.

2. Paragraphs (1) and (2) of **Section VI(G) Suit; Limitation of Actions** are hereby amended by replacing the reference in each paragraph to “two years” with “three years.”

This endorsement shall vary, alter, waive or extend any terms, conditions, provisions, agreements or limitations of the above referenced Policy only as noted above.

NATIONAL MORTGAGE INSURANCE CORPORATION

PRINCIPAL OFFICER

SECRETARY

SAMPLE