

PERSONAL UNDERTAKING

Title Insurance Commitment No.

WHEREAS, _____ Title Insurance Company, hereinafter referred to as the "Company", is about to issue its title insurance policy or policies or commitments therefor, all hereinafter referred to as the "Title Insurance Policy", Commitment No. _____ in respect to the land described therein and located at address: _____,

with Tax Parcel ID(s) # _____

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy certain defects, liens, encumbrances, adverse claims or other matters, all hereinafter referred to as "Exceptions to Title", described as follows:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date of _____ day of _____, 20 _____, at 07:59 AM, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Title Insurance Policy.

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the land or to some part or parts thereof or interests therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments", either omitting all mention of the aforesaid Exceptions to Title, or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy as aforesaid, the undersigned, jointly and severally, for themselves, heirs, personal representatives, and assigns do hereby covenant and agree with the Company: (1) to forever fully protect, defend, and save the Company harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exceptions to Title or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to Title or any of them including all reasonable amounts expended by the Company under this Agreement and also including loss, costs, damages, fees and expenses(including attorney's fees and expenses) incurred by the Company in enforcing this Agreement; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record all of the Exceptions to Title; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these presents to be signed by its President and attested by its Secretary and has caused its corporate seal to be hereto affixed this

_____ day of _____ A.D. _____.

BY: _____
President

ATTEST: _____
Secretary

ADDRESS OF CORPORATION:

State of _____ }
County of _____ } SS

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this

_____ day of _____ A.D. _____.

(SEAL)

Social Security Number: _____

Address: _____

Social Security Number: _____
(SEAL)

Address: _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____.

Notary Public, _____ County, State of _____

My Commission Expires: _____