

PERSONAL UNDERTAKING AND INDEMNITY – GAP COVERAGE

Commitment No.: \_\_\_\_\_

WHEREAS, Attorneys' Title Guaranty Fund, Inc., ("ATG®") is about to issue its title insurance policy or policies ("the Policies") to the proposed Insured(s) for property described in the above referenced commitment, insuring against loss by reason of defects in the title to said property ("the Land");

AND, WHEREAS, ATG has made an exception in the commitment (Exception 6) for: "Defects, liens, encumbrances, adverse matters, if any, first appearing in the Public Records, or attaching subsequent to the Effective date hereof, but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment" ("Gap Defects");

AND, WHEREAS, ATG has been asked to issue the Policies or future policies insuring the same Land, removing or insuring against loss by reason of the Gap Defects;

NOW, THEREFORE, in consideration of the issuance of the Policies or future policies, the undersigned covenant(s) and agree(s) with ATG forever to protect, defend, and save ATG harmless from and against Gap Defect(s) created, caused, or agreed to by the undersigned and except as disclosed in writing to ATG, and any right, interest, or defect growing out of the same, including all loss, costs, damages, and attorneys' fees and expenses, which it incurred in actions brought to enforce this agreement; to defend at undersigned's own cost any and every suit, action or proceeding in which the Gap Defect(s) was/were created, caused, or agreed to by the undersigned and, except as disclosed in writing to ATG, is or are asserted against the real estate; to satisfy or remove such Gap Defect(s) on written demand within thirty days; and that each and every provision herein shall extend to and be in force concerning future policies issued by ATG.

OWNER(S)/SELLER(S)

NOTARY

Dated: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Notary Public

Address after Closing

My commission expires: \_\_\_\_\_ or

Street Address: \_\_\_\_\_

My commission is permanent.

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_