

PERSONAL UNDERTAKING

WHEREAS, the Fidelity National Title Insurance Company, through its agent, ABSTRACTS & TITLES, INCORPORATED, hereinafter referred to as the Company, is about to issue its title insurance policy No. TI _____, insuring against loss by reason of defects in the title to the following described real estate, to wit:

AND WHEREAS, the Company, in its examination of the title to said real estate, has raised as objections to the aforesaid title the following mentioned actual or supposed rights, interests, liens, claims, encumbrances, or defects in title, which now exist or may at any time to be claimed to exist, to wit:

AND WHEREAS, the Company has been required to issue its title insurance policy as aforesaid, free and clear of all mention of the aforesaid objections and,

WHEREAS, the Company may hereafter in the ordinary course of its business issue another policy or other policies in the form or forms now or then commonly used by the Company, insuring against loss by reason of defects in the title to said premises or to some part or parts thereof or interest therein, without mention of the aforesaid objections;

NOW, THEREFORE, in consideration of the issuance of said title insurance policy as aforesaid, and of the sum of One Dollar (\$1.00) in hand paid to the undersigned by the Company, the receipt whereof is hereby acknowledged, the undersigned _____ do / does hereby for the heirs, personal representatives and assigns, covenant and agree with the Company: (1) to forever fully protect, defend and save harmless the Company from and against the above mentioned rights, interest, liens, claims, encumbrances and defects in title, and each and every of them; (2) to forever fully protect, defend and save harmless the Company from any and all loss, costs, damages, attorneys' and solicitors' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequences of, said title insurance policy or policies, on account or in consequence of or growing out of the above mentioned rights, interest, liens, claims, encumbrances and defects in title, or of any of them, 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 at any time be claimed to exist under or by reason, or in consequence of or growing out of said rights, interests, liens, claims or encumbrances or defects in title or of any of them; (3) as against the assertion or attempted assertion of any such rights, interest, liens, claims or encumbrances to defend at his/her/their own costs and changes in behalf of and for the protection of the Company and of the parties insured, or who may be insured against loss by it under its said title insurance policy or policies (but without prejudice to the right of the Company to defend if it so elects) any and every suit, action or proceeding in which any such rights, interests, liens, claims or encumbrances may be asserted or attempted to be asserted, established or enforced in, to, upon against or in respect to said real estate, or any part thereof, or interest therein; (4) that each and ever provision hereof shall extend to and be in force concerning any and every other title insurance policy or policies which the Company may at any time or times hereafter issue, insuring against loss by reason of defects in the title to the real estate hereinbefore described, or any part or parts thereof, or interest therein.

In case the liens, claims, encumbrances, defects in or objections to the title aforesaid are paid, discharged, satisfied or removed from the title to said real estate to the satisfaction of the Company (as to which the Company shall be the sole judge), then the above obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the undersigned _____ hereunto set _____ hand and seal this _____ day of _____, _____.
