

**PERSONAL UNDERTAKING**  
*Gap Indemnity*

Commitment No. \_\_\_\_\_  
County: \_\_\_\_\_  
State: \_\_\_\_\_

WHEREAS, \_\_\_\_\_, hereinafter referred to as the Company, is about to issue its title insurance policy, insuring against loss by reason of defects in the title to the premises described in the above numbered Commitment.

AND, WHEREAS, the Company has noted as exceptions to the aforesaid title the following actual or supposed rights, interests, liens, claims, encumbrances, or defects in title:

*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 the Commitment or preliminary report issued in the above referenced order number, but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereto.*

AND, WHEREAS, the Company has been requested to issue its title insurance policy, as aforesaid, either without mention of the aforesaid exceptions or insuring against loss by reason thereof.

AND, WHEREAS, the Company may issue either concurrently herewith or hereafter and in the ordinary course of its business 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, either without mention of the aforesaid exceptions or insuring against loss by reason thereof.

NOW, THEREFORE, in consideration of the issuance of said title insurance policy as aforesaid, the undersigned jointly and severally covenant and agree with the Company forever fully to protect, defend and save harmless the Company from and against the above mentioned rights, interests, liens, claims, encumbrances and defects in title, and each and every of them and against all loss, costs, damages, and attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of, said title insurance policy or policies, including loss, costs, damages, fees and expenses incurred in actions brought to enforce this agreement.

In case the liens, claims, encumbrances, or defects in 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 this instrument has been executed this \_\_\_\_\_

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

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