

## PERSONAL UNDERTAKING GAP

WHEREAS, the CHICAGO TITLE INSURANCE COMPANY OR STEWART TITLE GUARANTY 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 Commitment," No. \_\_\_\_\_, in respect to the land therein described;

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;

All rights, interest, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason of the consequence thereof or growing out thereof subsequent to \_\_\_\_\_ (through date of last search).

AND WHEREAS, the company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue a 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 interest 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 and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which are hereby acknowledged, the undersigned, jointly and severally, for itself, themselves, heirs, personal representatives, successors, and assigns do hereby covenant and agree with the Company: (1) to 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, attorney's 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; (2) to provide for the defense, at their own expense, on behalf ad 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; and (3) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this agreement, that the liability of the undersigned hereunder shall case and determine at such time as the

company shall have completed all of its various title searches and examination thereof covering the date required for the issuance of the above policy; provided, however, that (1) no rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by the said various title searches and examination thereof; (2) there is then pending no suit, action, or proceedings, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interest, liens, claims, encumbrances, or effects in title, or any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof; (3) t6hat no judgment, order or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants, and conditions hereof.

**FOR CORPORATIONS**

IN WITNESS WHEREOF, the undersigned being the hereinafter named corporation, has caused these presents to be signed by its \_\_\_\_\_ and attested by its Secretary and has caused its corporate seal to be hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(name of corporation)

BY: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**ADDRESS OF CORPORATION:**

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**FOR INDIVIDUALS**

IN WITNESS WHEREOF, the undersigned have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Social Security Number:  
\_\_\_\_\_

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

**ACCEPTED AND APPROVED BY:**

\_\_\_\_\_