

AGENT: _____

TITLE NO. _____

PROPERTY ADDRESS: _____

INDEMNITY & UNDERTAKING AGREEMENT (GAP)

WHEREAS, Fidelity National Title Insurance Company (“Issuing Company” or “Company”) is about to issue its title insurance policy or policies or commitments therefor in respect to the land described in Commitment/Policy No. _____ in favor of _____, its successors and/or assigns, all hereinafter referred to as the “Title Insurance Policy”;

AND WHEREAS, the Company has raised as a title exception on the Title Insurance Commitment certain defects or other matters, hereinafter referred to as the “Exception”, more particularly described as follows:

Defects, liens, encumbrances, adverse claims or other matters created, first appearing in the public records or attaching subsequent to the Effective Date of the above-referenced Title Insurance Commitment but prior to recording the deed, mortgage or other instruments under which the Proposed Insured acquires the estate or interest covered by the Title Insurance Commitment.

AND WHEREAS, the Company has been asked to issue the Title Insurance Policy either without mention of the Exception or insuring against loss or damage by reason thereof;

AND WHEREAS, the Company may issue, either concurrently herewith or hereafter in the ordinary course of business, another policy or policies, 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, insuring title to said land or to some parts thereof or interest therein, either without mention of the Exception or insuring against loss or damage by reason thereof, all of the foregoing being hereinafter referred to as the Future Policies or Commitments;

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 is hereby acknowledged, the undersigned, hereby covenants and agrees with the Company:

1. to forever fully protect, defend and save the Company harmless from and against the Exception, in and from any and all actual loss, costs, damages, attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exception only, 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, or growing out of the Exception;
2. to provide for the defense, at its 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 solely on the Exception which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land described in the Title Insurance Policy or any part thereof, or interest therein;

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3. to pay, discharge, satisfy or remove the Exception and, when the Exception appears as a matter of public record, to clear the record by the recording or filing of releases, assignments, deeds or other appropriate instruments, or by the procurement of a final court order or judgment entered by a court of competent jurisdiction quieting the title of the insured, or declaring the Exception to be null and void and of no force and effect, on or before **30 DAYS AFTER RECEIPT OF DEMAND FROM THE COMPANY**, and
4. that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The undersigned agrees that this Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person or party, other than the Company, the undersigned, and the insured, as a third party beneficiary or otherwise under any theory of law.

The undersigned hereby agrees that in lieu of an original written signature the facsimile or the electronically transmitted signature on this document will constitute a valid original signature to this document and can be relied upon for enforcement purposes.

[Remainder of page intentionally left blank; Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2020.

Seller:

Buyer:

Print Name: _____

Print Name: _____

WITNESS:

WITNESS:

Print Name: _____

Print Name: _____