

STARCK TITLE

PERSONAL UNDERTAKING

(GAP)

WHEREAS, Starck Title, as agent for First American Title Insurance Company, hereinafter referred to as "the Company" is about to issue its title insurance policy or policies or commitments thereof, all hereinafter referred to as "the Title Insurance Policy", No. ST - _____, 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", and described as follows:

All rights, interests, 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 _____;

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter in the ordinary course of its business issue title insurance policy or policies or commitments therefor in the forms now or then commonly used by the Company 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 free and clear of 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 as aforesaid, the undersigned, jointly and severally, for themselves, heirs, personal representatives and assigns do hereby covenant and agree with the Company: (1) to forever 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 including all reasonable amounts expended by the Company under this Agreement and also including loss, costs, damages, fees and expenses (including attorney's fees and expenses) incurred by the Company in enforcing this agreement; (2) to provide for the defense, at their 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 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; (3) to pay, discharge, satisfy and remove from the title to the land and clear from the public record all of the exceptions to Title; and (4) 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 cease and terminate at such time as the Company shall have completed all of its various title searches covering "The Date of Recording of the Insured Instruments" 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, interests, liens, claims, encumbrances, or defects in title, or any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof; (3) that 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.

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FOR CORPORATIONS

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

BY: _____
President

ATTEST: _____
Secretary

ADDRESS OF CORPORATION:

FOR PARTNERSHIPS

IN WITNESS WHEREOF, the undersigned, being the _____ of _____ partnership has caused these presents to be signed by its _____ this _____ day of _____ A.D. _____.

BY: _____

ADDRESS OF PARTNERSHIP

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this _____ day of _____ A.D. _____.

(SEAL)

Address: _____

(SEAL)

Address: _____

FOR LIMITED LIABILITY COMPANIES

IN WITNESS WHEREOF, the undersigned, being the _____ of _____ Limited Liability Company has caused these presents to be signed by its _____ this _____ day of _____ A.D. _____.

BY: _____

ADDRESS OF LIMITED LIABILITY COMPANY

