

**PERSONAL UNDERTAKING
(GAP)**

WHEREAS, the Ticor Title Insurance 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 Policy", No. _____, in respect to the land described therein;

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, 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 _____ (most recent effective date of commitment);

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 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 interests 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, attorneys' 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, cost s, dam ages, fees an d e xpenses (including atorney's fees an d e xpenses) i ncurred by t he C ompany i n enforcing this Agreement; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the p arties i nured or wh o m ay b ecome i nured, ag ainst loss or dam age under the Title In surance Po licy (b ut w ithout 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 determine at such time as the Company shall have completed all of its various title searches and examination thereof covering the date of recording, 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 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 in 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.

Date: _____

Accepted and Approved By: _____
(NAME)

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: _____

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 PARTNERSHIP

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the _____ of _____ corporation has caused these presents to be signed by its _____

this _____ day of _____ . A.D. _____

By: _____

ADDRESS OF CORPORATION

ADDRESS OF LIMITED LIABILITY CO.

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned, being the _____ of _____ the individual has caused these presents to be signed by its _____

this _____ day of _____ ,

A.D. _____

By: _____

ADDRESS OF INDIVIDUAL
