

KHS Title

Authorized Agent of Chicago Title Insurance Company

Personal Undertaking
GAP Coverage

WHEREAS, Chicago Title Insurance Company, (the "Company") has previously issued its commitment for title insurance in anticipation of issuing a policy (the "Title Insurance") under the Company's file number _____, with reference to the land therein described (the "Land");

AND WHEREAS, said commitment bears a date of coverage of, _____, (the "Effective Date") in recognition of the Company's ability to ascertain matters indexed to the real property records of the county where the Land is situated only through and including the Effective Date, and not beyond;

AND WHEREAS, the Company has been requested to issue the Title Insurance bearing a date of coverage subsequent to the Effective Date (the "Later Date"), upon the future recording of instruments which convey ownership, voluntarily encumber, or otherwise intentionally change and affect the validity of the information set forth in the commitment;

AND WHEREAS, the period of time which will elapse between the Effective Date and the Later Date (the "Gap") presents the Company with the risk that rights, interests, liens, claims, encumbrances, or defects in or exceptions to title may arise which are inconsistent with, adverse to, have priority over, or defeat the matters to be insured (the "Gap Risk");

AND WHEREAS, the Company is willing to assume liability for the Gap Risk in reliance on this undertaking and the right of recourse hereby created.

NOW, THEREFORE, in consideration of the Company's future issuance of the Title Insurance bearing the Later Date as the date of coverage, the undersigned, jointly and severally, for itself, themselves, their 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 rights, interests, liens, claims, encumbrances, defects in, or exceptions to title appearing during the Gap which are inconsistent with, adverse to, have priority over, or defeat the matters to be insured; (2) to reimburse and indemnify the Company for all losses, 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 and the Company's assumption of the Gap Risk; (3) 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 (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based upon or resulting from exceptions to title which appear, arise, occur, or intervene during the Gap; and (4) that each and every provision hereof shall extend to and be in force and binding upon the undersigned with respect to any and all such future policies and commitments issued by the Company relating to the Land.

The foregoing notwithstanding, the liability of the undersigned shall cease and terminate at such time as the Company shall have completed all of its various title searches and examination thereof covering the Gap, provided, however, that (1) no rights, interests, liens, claims, encumbrances, defects in, or exceptions to title have appeared, arisen, occurred, or intervened, the applicability of which to this undertaking the Company shall be entitled to determine within its sole discretion; (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, defects in, or exceptions to title, or any of them, the applicability of which to this undertaking the Company shall be entitled to determine within its sole discretion; (3) no judgment, order or decree rendered in any such proceeding remains unsatisfied; and (4) 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 duly signed by

its _____

this _____ day of _____,

20____.

BY: _____

BY: _____

ADDRESS OF CORPORATION

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned has executed the foregoing this _____ day

of _____, 20____.

x _____

x _____

Printed: _____

Printed: _____

SS # _____

SS #: _____

Address: _____

Accepted and approved

By: _____
KHS Title