

KHS Title
Authorized Agent of Chicago Title Insurance Company

PERSONAL UNDERTAKING

WHEREAS, the Chicago Title Insurance Company hereinafter referred to as the "Company," directly or through it' agent, is about to issue its title insurance policy or policies or commitments therefore, all hereinafter referred to as the "Title Insurance Policy," , reference being made to Policy/Commitment No. _____, in respect to the land described therein.

AND WHEREAS, the Company has raised, or would raise upon being provided requested information, as a title exception on the Title Insurance Policy certain defects, liens, encumbrances, adverse claims or other matters, all hereinafter referred to as "Exception to Title," described as follows:

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 therefore 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 therefore, 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 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 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, 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 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. It is hereby agreed that each and every provision herein shall extend and be in force concerning Future Policies or Commitments issued by the Company on said lands.

In witness whereof this agreement is executed this _____ **day of** _____, **20**_____

FOR INDIVIDUALS

Address of Indemnitor:

FOR CORPORATIONS

By: _____ its _____

Attest: _____, its _____

By: _____ its _____

Attest: _____, its _____