

INDEMNITY and UNDERTAKING AS TO THE DEBTS OF

\_\_\_\_\_, DECEASED

WHEREAS, \_\_\_\_\_ (Title Insurance Underwriter), either directly or through its agent, \_\_\_\_\_ (Title Insurance/Settlement Agency), hereinafter referred to as “the Company,” it about to issue title insurance policy or policies or commitments therefore, all hereinafter referred to as “the Title Insurance Policy,” in respect to the land therein described as follows:

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AND WHEREAS, the Company in its search and examination preparatory to fulfilling said request has determined that title to said real property appears to be subject to the following items:

**Debts of the decedent for statutory 1 year period.**

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 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 Commitment,” either free and clear of all mention of the aforesaid items or insuring against loss or damage because of said items set out above.

NOW THEREFORE, the undersigned, jointly and severally, for themselves, their 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 items referred to above, and from any and all loss, cost, damages, attorney’s fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason of, or in consequence of, the Title Insurance Policy on account of, or in consequence of, or going out of the items referred to above, or on account of the assertion of enforcement or attempted assertion or enforcement thereof or of any rights existing of hereinafter arising or which may be claimed to exist under, or by reason of, or in consequence of, or growing out of the items referred to above; 2) To provide for the defense, at their own expense, on behalf and for the protection of the Company and 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 items referred to above 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; and 3) To pay, discharge, satisfy or remove all or any of the items referred to above, (a) on or before **60 days from the date this agreement is signed**, (b) when called upon by the Company after **30 days’ notice in writing and mailed to the undersigned at the address set out below**; and 4) That each and every provision herein shall extend and be enforced concerning future policies or commitment.

Nothing contained herein shall be construed so as to obligate the Company to issue its Title Insurance Policy, in the form requested herein. However, should the Company issue any such Title Insurance Policy, it will do so in reliance upon the undertaking of the undersigned and the issuance of such Title Insurance Policy shall be the consideration for the above undertakings by the undersigned.

The Company shall have the right at any time hereinafter, after notice to the undersigned below, when it shall deem necessary, expedient, desirable or of interest to do so, in its sole discretion, to pay, discharge, satisfy or remove from the title to said real estate all or any of the items set out above. The undersigned covenants and agrees to pay to the Company all amounts so expended on demand.

**FOR EXECUTION BY 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Address of Corporation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR EXECUTION BY INDIVIDUALS**

IN WITNESS WHEREOF, the undersigned has/have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: