



**GAP UNDERTAKING**

**WHEREAS**, Freedom Title Corporation, hereinafter collectively referred to as "the Company", is about to issue a Title Insurance Policy or Policies or commitments therefore, all hereinafter referred to as "the Title Policy", No. \_\_\_\_\_ in respect to the land described therein.

**AND WHEREAS**, the company has noted the following Exceptions to Title on the Title Insurance Policy.

Defects, liens, encumbrances, adverse claims of other matters, if any, first appearing in the public records or attaching or arising subsequent to \_\_\_\_\_

**AND WHEREAS**, the company has been requested to issue the Title Insurance Policy, and may concurrently or hereafter, in the ordinary course of its business, issue title insurance policies or commitments therefore in the form not 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", either free and clear of all mention of the Exception to Title or insuring against loss or damage by reason thereof.

**NOW THEREFORE**, in consideration of the issuance of the Title Insurance Policies aforesaid, 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 the Exception to title or any rights growing out thereof, all loss, costs, damages, attorney's fees and expenses of every kind and nature which the Company may suffer, in consequence of the Title Insurance Policy on account of the Exception to Title or any rights growing out thereof, or on account of the assertion or enforcement or attempt thereof; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and any parties now or hereinafter 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 based on the Exception to Title which may be asserted or attempted to be asserted, in respect to the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy or remove the Exception to Title upon demand; and (4) that each and every provision herein shall extend and be in force concerning Future Policies.

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 and examination thereof covering the date of recording required for the issuance of the Title Insurance Policy, provided, however, that (1) no Exception to Title or rights growing out thereof are disclosed by said various title searches and examination thereof; (2) there is then pending no suit, action or proceeding, either direct or collateral, to assert, establish, or enforce the said Exception to Title or rights 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 terms, covenants and conditions hereof.

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

**SIGNATURE:** \_\_\_\_\_

Address which notices should be mailed:

\_\_\_\_\_  
\_\_\_\_\_

Approved and accepted:

\_\_\_\_\_  
Authorized Signature of Company