

PERSONAL UNDERTAKING-RECORDING GAP

Commitment No. _____

Whereas, STEWART TITLE GUARANTY COMPANY, (hereinafter Stewart) a Texas corporation, is to issue its title insurance policy (the Policy), insuring against loss by reason of defects in the title to the real estate described in the above referenced commitment to insure (the Land);

AND, WHEREAS, an exception or exceptions have been raised to the title (the Title Defect):

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

AND, WHEREAS, Stewart, has been asked to issue the Policy and may hereinafter in the ordinary course of its business issue title insurance policies or commitments in respect to the Land, or some part or interest in it, removing or insuring against loss by reason of the Title Defect (Future Policies);

THEREFORE, in consideration of the issuance of said title insurance policy or policies, the undersigned jointly and severally covenant and agree with Stewart forever to fully protect, defend and save Stewart harmless from and against the Title Defect and any right, interest or defect growing out of the same and against all loss, costs, damages and attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or inconsequence of, the Policy of Future Policies, including loss, costs, damages, fees and expenses incurred in actions brought to enforce this agreement; (2) to defend at undersigned's own costs any and every suit, action or proceeding in which the Title Defect is asserted against the real estate; (3) to satisfy or remove the Title Defect on written demand within ten days; and (4) that each and every provision herein shall extend and be in force concerning Future Policies.

It is expressly understood that the joint and several liability of the undersigned shall in no way be affected by any action Stewart may take with respect to the liability of any one of the undersigned by way of release, settlement, compromise or other adjustment of such liability.

Dated this _____ day of _____, 20____.

FOR CORPORATIONS

FOR INDIVIDUALS

NAME _____
BY _____
ADDRESS _____

