

**Undertaking and Indemnity**

Title No.: \_\_\_\_\_  
Date: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Block and Lot: \_\_\_\_\_

To: \_\_\_\_\_ (hereinafter referred to as the "Company") as agent for \_\_\_\_\_ (hereinafter referred to as the "Underwriter").  
WHEREAS, Company has been asked to issue its title insurance commitment(s) and/or policy or policies insuring against loss or damage by reason of defects or possible defects in the title to property described above.

The undersigned hereby agrees to indemnify and holds harmless \_\_\_\_\_, ("The Company") and \_\_\_\_\_ (" The Underwriter") without exception for loss, claim or damage arising by reason of the failure to pay mansion tax with the deeds for

\_\_\_\_\_  
If the \_\_\_\_\_ Clerk will request to pay mansion tax in connection with the recording of the deeds for \_\_\_\_\_, the undersigned agrees to pay promptly and deliver the funds to the Title Company within 5 days of such demand.

If the NYS Department of State will require payment of the mansion tax in connection with the sale for \_\_\_\_\_, the undersigned agrees to pay promptly and will not file a claim with the Old Republic for same.

The undersigned, \_\_\_\_\_ hereby undertakes to deliver the mansion tax to The Company and the undersigned agrees to indemnify and hold the Company harmless for any claim or damage by reason of its issuance of its policy of title insurance without exception therefore.

\_\_\_\_\_, by;

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone No.

Affirmed to before me on

\_\_\_\_\_  
Notary Public, State of NY