

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:

WHEREAS, Company has noted as exceptions to the aforesaid title the following actual or supposed rights, interests, liens, claims, encumbrances or defects in title (hereinafter "Title Matter"):

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 submit the following:

Proof of payment of _____

The undersigned, _____ has owned this property since _____ and has never received any charge for common maintenance. As far as he knows there was never an association created and each lot owner has undertaking to pay whatever charges are due for their individual lot.

The undersigned, _____ hereby undertakes that if any charges to come to his attention he will take care of them on his own and he agrees to indemnify _____ for any claim which may arise from this. 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