

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 instrument(s) necessary to create the interest or estate of the Insured:

Sellers Attorney will provide a Satisfaction of Mortgage for Mortgage recorded in _____.

If the Satisfaction of Mortgage will not be submitted to title company within 90 days of closing, Seller's Attorney will file a Bar Claim Action to discharge the Mortgage.

The undersigned, _____ hereby undertakes to indemnify and hold the Company harmless for any claim or damage by reason of its issuance of its policy(ies) of title insurance without exception therefore.

_____, by;

Signature

Address

City, State, Zip

Phone No.

Affirmed to before me on

Notary Public, State of NY