

GAP ENDORSEMENT

Attached to and forming a part of
Commitment No.

Issued By

CHICAGO TITLE INSURANCE COMPANY

Notwithstanding the provisions of Paragraph 1 of Schedule B-II of the commitment, policies issued or issuable within 90 days from the effective date hereof shall not contain as exceptions matters arising subsequent to the effective date of this commitment unless:

1. The Company discloses such matters prior to the closing to the person for whom this commitment is prepared; or
2. The conveyance to the Insured is by a grantor who does not warrant title; or
3. The proposed insured or his counsel fails to notify the Company of closing at least three business days prior to the closing; or
4. The conveyance documents, in recordable form, are not made available or delivered to the Company or recorded within two business days after the closing; or
5. The seller or sellers fail to execute a personal undertaking and indemnity in favor of the Company regarding matters which may appear in the public records after the effective date of this commitment, in a form acceptable to the Company.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated:

CHICAGO TITLE INSURANCE COMPANY

Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

RECORDING GAP INDEMNITY

Commitment No. _____

WHEREAS, the CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (Chicago), is about to issue its title insurance policy or policies (the Policies) to the proposed insured(s) for property described in the above-referenced commitment, insuring against loss by reason of defects in the title to said property (the Land);

AND, WHEREAS, Chicago has made exception for defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching between the effective date of the title insurance Commitments and the date of recording of the deed and/or mortgage to be insured (Gap Defect(s));

AND, WHEREAS, Chicago has been asked to issue the Policies, and may hereafter 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 (the Future Policies), removing or insuring against loss by reason of the Gap Defect(s);

NOW, THEREFORE, in consideration of the issuance of the Policies or Future Policies, the undersigned covenant(s) and agree(s) with Chicago forever to protect, defend and save Chicago harmless from and against Gap Defect(s) created, suffered or agreed to by the undersigned and except as disclosed in writing to Chicago, and any right, interest or defect growing out of the same, including all loss, costs, damages, and attorneys' fees and expenses which it may incur by reason thereof, including loss, costs, damages, fees and expenses incurred in actions brought to enforce this agreement; to defend at undersigned's own cost any and every suit, action or proceeding in which the Gap Defect(s) was created, suffered or agreed to by the undersigned and, except as disclosed in writing to Chicago, is or are asserted against the real estate; to satisfy or remove such Gap Defect(s) on written demand within thirty days; and that each and every provision herein shall extend to and be in force concerning Future Policies.

Dated this _____ day of _____, _____.

FOR CORPORATIONS

FOR INDIVIDUALS

Name _____

(Signature)

By _____
(Signature)

(Print Name)

Print Name and Title

(Signature)

Address (new address if moving)

(Print Name)

City State Zip

Address (new address if moving)

Telephone Number

City State Zip

Telephone Number