

CORPORATE UNDERTAKING

Commitment No.: _____

Escrow No.: _____

WHEREAS, Advocus National Title Insurance Company (the "Company") is about to issue its Title Insurance Policy, insuring against loss by reason of defects in the title to the Land described in the Commitment of Title Insurance Policy referenced above and commonly known as _____,

Street Address

City, State, Zip

AND WHEREAS, the Company will note as exceptions to the aforesaid title the following actual or supposed right, interests, liens, claims, encumbrances, or defects in the title (all hereinafter referred to as "Exceptions"):

Any lien, or right to a lien, for work, labor, material, or equipment arising from contractors negotiated by the undersigned, including subcontractors, sub-subcontractors, and any and all parties claiming thereunder.

AND WHEREAS, the Company has been asked to issue its Title Insurance Policy as aforesaid, either without mention of the aforesaid Exceptions or insuring against loss by reason thereof; and

WHEREAS, the Company may issue, either concurrently herewith or hereafter, and in the ordinary course of its business, another policy or policies in the form or forms now or then commonly used by the Company, insuring against loss by reason of defects in the title to said Land or to some parts thereof or interest therein, either without mention of the aforesaid Exceptions or insuring against loss by reason thereof;

NOW THEREFORE, in consideration of the issuance of said Title Insurance Policy or Policies and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which is hereby acknowledged, the undersigned, jointly and severally, for themselves, personal representatives, and assigns do hereby covenant and agree with the Company:

1. to forever fully protect, defend, and save the Company harmless from and against all the Exceptions, from any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature, which it may suffer, expend, or incur under, or by reason or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the exceptions, or on account of the assertion or enforcement, or attempted assertion or enforcement thereof, or of any right existing or hereafter arising, or which may at any time be claimed to exist under, or by reason, or in consequence, or growing out of the exceptions or any of them;
2. to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured, or who may become insured, against loss or damage under the Title Insurance Policy or Policies (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions, which may be asserted or attempted to be asserted, established, or enforced in, to, upon, against, or in respect to the Land or any part thereof, or interest therein;
3. that each and every provision herein shall extend and be in force concerning future policies or commitments.

It is understood and agreed by and between the parties hereto that this agreement, at the option of the Company, shall be converted to the Company's standard form Personal Undertaking with Title Indemnity Deposit Agreement (Advocus Form 3011) within fifteen (15) days of written demand for deposit in an amount not to exceed 150% of the total of any liens, rights, claims, encumbrances, or defects in title, that may become subject to this agreement. Failure to deposit said funds shall constitute a full default under this agreement and all means to enforce this agreement shall become optional and at the disposal of the Company.

IN WITNESS WHEREOF, _____ has caused this undertaking to be signed this
Corporation

_____ day of _____, by _____, its President, and
Day Month Year President

attested by _____, its Secretary under its corporate seal on the above date.
Secretary

By: _____
President

Attest: _____
Secretary