



Fidelity National Title®

INDEMNITY (General)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the undersigned (hereinafter referred to as “Indemnitors”), and Fidelity National Title Insurance Company, its successors and assigns, (hereinafter referred to as the “Company”);

WHEREAS, the Company has been requested to issue its policy or policies of title insurance insuring the title to property more particularly described in the Company’s Commitment No. _____ (hereinafter referred to as the “Land”); and

WHEREAS, it has been brought to the attention of Indemnitors that a review of the Indemnitors’ title to the Land reveals that the following matter appears as an exception to title (hereinafter referred to as the “Exception”):

and

WHEREAS, the Company has refused to issue its policy or policies without exception to the Exception, unless indemnified as herein set out.

NOW THEREFORE, in consideration of the Company agreeing to issue its policy or policies without exception to, or providing affirmative insurance against, the Exception, Indemnitors do hereby agree to indemnify the Company against any and all loss, damage, costs, charge, liability or expense, including court costs and attorneys’ fees, which the Company may sustain, suffer or be put to under its policy or policies of title insurance issued without exception to, or providing affirmative insurance against, the Exception.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year set out beside their respective signatures.

_____(SEAL)

Date

Name: _____
Print

_____(SEAL)

Date

Name: _____
Print