



OPEN ESTATE INDEMNITY AGREEMENT

To: Metro Title Company, LLC and either First American Title Insurance Company, Lawyers Title Insurance Corporation or Stewart Title Guaranty Company (hereinafter "Title Company")

WHEREAS, Title Company is about to issue its title insurance policy, insuring against loss by reason of defects in the title to the premises described as follows (the "Property"):

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

Any and all matters arising out of the Estate of _____, (hereinafter "Decedent") Estate File No. _____, including but not limited to any debts or claims of debt of the estate of Decedent; potential estate and/or inheritance taxes; appeal of any order admitting a will to probate; institution of a suit impeaching such will; filing of a claim for an elective share; filing of a renunciation of any interests in property; discovery and probate of a later will; claims or interests of any undisclosed or disinherited heirs or undisclosed spouses of heirs or devisees; disqualification of any heir or devisee of Decedent's estate; and any claim of unmarketability of title

AND, WHEREAS, Title Company has been requested to issue its title insurance policy as aforesaid, either without mention of the Title Matter or insuring against loss or damages by reason thereof; and

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

NOW, THEREFORE, in consideration of the issuance of said title insurance commitment and/or policy(ies) as aforesaid, the undersigned ("Indemnitor") covenant and agree with Title Company as follows:

1. Indemnitor agrees to defend, at Indemnitor's own cost and expense on behalf of and for the protection of Title Company and the parties insured or who may be insured under said title insurance commitment(s) and/or policy or policy (but without prejudice to the right of Title Company to defend at the reasonable expense of Indemnitor if it so elects), any and every suit, action or proceeding in which the Title Matter may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the Property, or any part thereof, or interest therein.
2. Indemnitor agrees forever and fully to protect, defend and save harmless Title Company from and against the Title Matter and against all loss, costs, damages, and attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of, said title insurance policy or policies, including loss, costs, damages, fees and expenses incurred in actions brought to enforce this agreement.
3. Each and every provision of this Open Estate Indemnity Agreement shall extend to and be in force concerning any and every other title insurance commitment and/or policy(ies) Title Company may at any time or times hereafter issue insuring without exception to or providing affirmative coverage for the Title Matter.
4. This Open Estate Indemnity Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing. All changes, additions or deletions hereto must be in writing and signed by all the parties.
5. This Open Estate Indemnity Agreement is made to induce the purchase of and/or a loan secured by the Property and the issuance of a title insurance commitment(s) and/or policy(ies) relating to same. Indemnitor acknowledges that Title Company is relying on the representations and indemnifications contained herein in issuance of said commitment(s) and/or policy(ies). The provisions of this Open Estate Indemnity Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Indemnitor, its/their successor and/or assigns.

In case the Title Matter is paid, discharged, satisfied or removed from the title to said real estate to the satisfaction of Title Company (as to which Title Company shall be the sole judge), then the above obligation shall be void, otherwise to remain in full force and virtue.

In witness whereof this instrument has been executed this _____ day of _____, 200__.

EXECUTION OF OPEN ESTATE INDEMNITY AGREEMENT BY INDEMNITOR

_____(SEAL)
Printed/Typed Name:

_____(SEAL)
Printed/Typed Name:

_____(SEAL)
Printed/Typed Name:

_____(SEAL)
Printed/Typed Name:

STATE OF _____ COUNTY OF _____

_____(SEAL)
Printed/Typed Name:

Sworn to and subscribed before me this the _____
day of _____, 20____.

_____(SEAL)
Printed/Typed Name:

Name: _____, Notary Public

My Commission Expires: _____

Notary Seal
