

1. THIS AGREEMENT is made by \_\_\_\_\_, Executrix of the Estate of \_\_\_\_\_, deceased, see Estate File \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ being referred to herein as "INDEMNITOR" or "INDEMNITORS" for the benefit and protection of Atlantic Land Title Agency, Inc., a Company herein called "ALTA, Inc.".
2. ALTA, Inc. has issued its preliminary title binder covering the land described as follows:

**Add description here (brief is OK, for sure).**

3. Indemnitors desire that ALTA, Inc. issue its policy or policies of title insurance covering said land without showing in such policy or policies, as matters affecting the title to said real property or as exceptions from the insurance given thereby, the matters referred to in paragraph 2 above. ALTA, Inc. is not willing to issue any policy in the manner so desired by Indemnitors unless ALTA, Inc. be protected by this Agreement, not only against loss, damage or expense which it may sustain or incur under, or arising out of the issuance of, such policy, but against loss, damage or expense which it may sustain or incur under, or arising out of the issuance of, any policies or title reports which ALTA, Inc. may issue at any time or times in the future, and arising out of the matters referred to in said Paragraph 2, or any of them; nor unless ALTA, Inc. can rely upon the undertakings of Indemnitors contained in this Agreement, and any security given therefore, not only in the issuance of the policy or policies so desired by indemnitors, but in the issuance of any other policies and any title reports which ALTA, Inc. may elect in the future to issue, covering said land or any portion or portions thereof.
4. In the light of the foregoing facts, Indemnitors, in consideration of the issuance by ALTA, Inc. policy of title insurance covering said land in the manner desired by Indemnitors as set out in paragraph 3 above, hereby promise, covenant and agree that Indemnitors will hold harmless, protect and indemnify ALTA, Inc. from and against any and all liabilities, losses, damage, expenses and charges, including but not limited to attorneys' fees and expenses of litigation, (a) which are sustained or incurred by ALTA, Inc. under, or arising directly or indirectly out of the issuance of, any policy or policies covering said land issued in the manner so desired by Indemnitors, or under, or arising directly or indirectly out of the issuance of, any other policy or policies of title insurance or any title report or reports covering said land or any portion thereof which ALTA, Inc. may at any time thereafter have issued and (b) which result directly or indirectly from any of the matters referred to in paragraph 2 above, or from any claim, action, proceeding, judgment, order or process arising from or based upon or growing out of any of said matters or the omission to show any of the same in any policy of title insurance or title report; all to the end that ALTA, Inc. may conduct its business and affairs, with respect to said land, in all respects as if the matters set forth in paragraph 2, above, did not exist and be fully and completely protected by this indemnity in so doing.

5. Indemnitors further promise and agree that they will diligently provide for the defense of any action referred to in said paragraph 2 or based upon any of the matters referred to in paragraph 2 and will promptly do all things necessary or appropriate to cause the title to said land to be cleared, of record, of the effect of all of the matters referred to in paragraph 2 and any matters based thereon or arising directly or indirectly there from, and of any cloud on title created by or growing out of any of the foregoing; all of which shall be done at the sole expense of Indemnitors. If Indemnitors shall fails to do so then ALTA, Inc. may do the same, and may pay, compromise or settle any such matters or any claim or demand based thereon if ALTA, Inc. deems such action necessary for the protection of any of its insured under any policy, or of itself; and Indemnitors shall promptly reimburse ALTA, Inc. for any payment expense or expenditure made or incurred in so doing. If ALTA, Inc. holds any deposit or other security for the obligations of Indemnitors hereunder, ALTA, Inc. shall not be obligated to resort to such security before enforcing the obligations of Indemnitors, but may enforce such obligations by any lawful means in the same manner and to the extent as if no such security were held.
6. In the event that any judgment shall be or shall have been rendered or any process shall be or shall have been issued, based upon any of the matters referred to in said paragraph 2, or any matters growing out of any of the same under which a sale could be held affecting or purporting to affect said land or any portion thereof, Indemnitors promise and agree that they will satisfy the same and cause the same to be satisfied and discharged of recorded prior to the occurrence of any such sale.
7. Nothing herein shall be construed as an obligation on the part of ALTA, Inc. to issue any policy or policies of title insurance, but in the event that ALTA, Inc. does issue any policy of title insurance in the manner desired by Indemnitors as set forth in paragraph 3 hereof, the undersigned give the assurances and make the promises and agreements herein set forth, for the benefit of Southern.
8. If suit shall be brought to enforce any obligation of this agreement, Indemnitors agree to pay the attorneys' fees of ALTA, Inc. in such reasonable amount as the court may determine. All of the obligations of Indemnitors hereunder shall be several as well as joint. All of the provisions of this Agreement shall inure to the benefit of and bind the parties herein and their legal representatives and successors in interest.

**THIS SPACE INTENTIONALLY LEFT BLANK  
SIGNATURE(S) AND NOTARY ACKNOWLEDGEMENT(S) FOLLOW**

In witness whereof the undersigned Indemnitors have executed this Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Estate of \_\_\_\_\_

BY: \_\_\_\_\_(SEAL)  
\_\_\_\_\_, Personal Representative

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_,  
Personal Representative for the Estate of \_\_\_\_\_, personally  
appeared before me this day and acknowledged the due execution of the foregoing  
instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_

In witness whereof the undersigned Indemnitors have executed this Agreement  
this \_\_\_\_\_ day of August, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_,  
personally appeared before me this day and acknowledged the due execution of the  
foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

In witness whereof the undersigned Indemnitors have executed this Agreement  
this \_\_\_\_\_ day of August, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_,  
personally appeared before me this day and acknowledged the due execution of the  
foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

In witness whereof the undersigned Indemnitors have executed this Agreement  
this \_\_\_\_\_ day of August, \_\_\_\_\_.

\_\_\_\_\_(SEAL)  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_  
personally appeared before me this day and acknowledged the due execution of the  
foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_