



STEWART TITLE COMPANY  
2055 WEST ARMY TRAIL ROAD, SUITE 110  
ADDISON, IL 60101

PERSONAL UNDERTAKING (GAP)

WHEREAS, Stewart Title Guaranty Company, hereinafter referred to as the "Company", is about to issue its title insurance policy or policies or commitments therefor, all hereinafter referred to as the "Title Insurance Policy" Number 332070 respect to the land described therein;

AND WHEREAS, the Company has noted the following Exception to Title in the Title Insurance Policy: All rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason of the consequence thereof or growing out thereof subsequent to the last effective date of the above referenced Title Insurance Policy;

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the land or to some part or parts thereof, or interests therein, all of the foregoing being hereafter referred to "Future Policies or Commitments", either free and clear of all mention of the aforesaid Exceptions to Title, or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy and the payment of \$1.00 to the undersigned by the Company, the sufficiency and receipt of which are hereby acknowledged, the undersigned, jointly and severally, for themselves, heirs, 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 to Title, in and from any and all loss, costs, damages, attorney's 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 to Title or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to Title 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 (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 to Title 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) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record all of the Exceptions to Title on or before 60 days from the date of Closing; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this agreement, that the liability of the undersigned hereunder shall cease and determine at such time as the Company shall have completed all of its various title searches and examination thereof covering the date of Recording, required for the issuance of the above policy; provided, however that (1) no rights, interests, liens, claims, encumbrances, or

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defects in title or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by the various title searches and examination thereof (2) there is pending no suit, action or proceedings, either direct or either direct or collateral, to assert, establish, or enforce the said mentioned rights, interest, liens, claims, encumbrance, or defects in title, or in any of them, or any rights existing or arising by reason of in consequence thereof or growing out thereof (3) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants, and conditions hereof.

FOR CORPORATIONS

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned, being the hereinafter this \_\_\_ day of \_\_\_\_\_ 2004.

IN WITNESS WHEREOF, the undersigned, being the hereinafter this \_\_\_ day of \_\_\_\_\_ 2004.

\_\_\_\_\_  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
President

Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_

ADDRESS OF CORPORATION:

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Accepted and Approved By:

\_\_\_\_\_  
Name