

UNPROBATED ESTATE PERSONAL UNDERTAKING
RELATIVE TO DECEDENT _____

WHEREAS, the _____ Insurance Company hereinafter referred to as the "Company," directly or through its agent, is about to issue its title insurance policy or policies or commitments therefor, all hereinafter referred to as the "Title Insurance Policy," , reference being made to Policy/Commitment No. _____, in respect to the land described therein.

AND WHEREAS, the Company has been requested to issue its title policy insuring title to lands formerly owned by the decedent without probate being opened. The company is relying upon information provided by or on behalf of the undersigned, and this indemnity, in order to do so. In the absence of such information, and this indemnity, the Company would raise exceptions on the Title Insurance Policy relative to the death of the decedent. Those exceptions, all hereinafter referred to as "Exception to Title," described as follows:

1. Claims (including awards, if any) against the Estate of deceased;
2. Rights of the heirs at law or devisees of the decedent;
3. State Estate and Federal Estate Tax which may be charged against the estate of the decedent;
4. Legacies created by the will of the decedent, if any;
5. Right to contribution, if any;
6. Rights of the executor, if & when appointed;
7. For lands located in Cook County: Consequences of the refusal or failure of the Cook County Recorder of Deeds to record deed(s) from the heirs at law or legatees of the decedent.

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 therefor 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 as "Future Policies or Commitments", either omitting all mention of the aforesaid Exceptions to Title, or insuring against loss or damage by reason thereof;

NOW THEREFOR, in consideration of the issuance of the Title Insurance Policy as aforesaid, 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, 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 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 including all reasonable amounts expended by the Company under this Agreement and also including loss, costs, damages, fees and expenses (including attorney's fees and expenses) incurred by the Company in enforcing this Agreement; (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; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

Nothing contained herein shall be construed so as to obligate the Company to issue Title Insurance Policy, in the form requested herein. However, should the Company issue any such Title Insurance Policy, it will do so in reliance upon the undertaking of the undersigned and the issuance of such Title Insurance Policy shall be the consideration for the above undertaking by the undersigned.

The Company shall have the right at any time hereinafter, after notice to the undersigned below, when it shall deem necessary, expedient, desirable or of interest to do so, in its sole discretion, to pay, discharge, satisfy or remove from the title to said real estate all or any of the items set out above. The undersigned covenants and agree to pay the Company all amounts so expended on demand.

In witness whereof this agreement is executed this _____ day of _____, 20__.

FOR INDIVIDUALS

sign
Print Name: _____
Address: _____

sign
Print Name: _____
Address: _____

sign
Print Name: _____
Address: _____

sign
Print Name: _____
Address: _____
