

STG Gap Indemnity Agreement

Gap Indemnity Agreement File / Commitment / Preliminary Report No.:

_____ Premises Address / Location:

_____ WHEREAS, Stewart Title Guaranty Company ("Stewart") has been asked to issue its policy(ies) of title insurance or "marked up" commitment(s) to proposed insured(s) covering the Premises referenced above (the "Premises") prior to recording the deed, mortgage, deed of trust and/or other instruments required to be recorded (collectively, the "Closing Documents") without taking exception in such policy(ies) or commitment(s) to matters which may arise between the last Effective Date of the commitment / preliminary report referenced above and the date and time of recording of the Closing Documents (the "Gap Period"), which matters may be an encumbrance on or affect title to the Premises.

NOW, THEREFORE, in consideration of Stewart issuing its policy(ies) of title insurance or "marked up" commitment(s) as of the date of recording of the Closing Documents without taking exception to matters which may arise during the Gap Period, the undersigned agrees to: (1) promptly remove, release, bond or otherwise dispose of, to the satisfaction of Stewart, in its sole discretion, all liens, encumbrances or other objectionable matters filed or recorded against the Premises during the Gap Period, and (2) indemnify, defend and hold Stewart harmless against all claims, costs, losses, liabilities, damages and expenses, including without limitation, attorney's fees and expenses, arising out of or relating to all such matters and the failure to promptly remove, release, bond or otherwise dispose of them, to the satisfaction of Stewart, in its sole discretion.

Executed this _____ day of _____ 20 _____

Indemnitor(s):

Sign Name

Print Name

Sign Name

Print Name

(Acknowledgment)

Sworn to before me this ___ day of _____, 20 ___.

Notary Public

No guidelines are available for this form at this time.