**INDEMNITY AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter (collectively if more than one) referred to as “Indemnitor,” and FIDELITY NATIONAL TITLE INSURANCE COMPANY, hereinafter referred to as “FIDELITY.” This Agreement concerns that certain real property, or any interest therein, hereinafter referred to as “the Property,” in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, described in EXHIBIT “A” which is attached hereto and made a part hereof as if spread at length herein.

WHEREAS, Indemnitor has requested FIDELITY to issue its policies of title insurance insuring an interest to that certain real property referred to in the preceding paragraph;

WHEREAS, FIDELITY is unwilling to issue such policies unless exception is made for the following matters (hereinafter called “the exception”); to wit:

WHEREAS, Indemnitor, regardless of his interest in or relationship to the Property, has an interest in the issuance of and desires FIDELITY from time to time to issue its policy or policies of title insurance insuring the Property against loss which may result from the exception, and/or insuring holders of mortgages or deeds of trust encumbering the Property against loss by reason of any such exception;

WHEREAS, FIDELITY is willing to consider the issuance of such policy or policies of title issuance as Indemnitor shall request, insuring against loss by reason of the exception affecting the property, however, FIDELITY shall determine whether to issue each policy based on reliance on the covenants, conditions, representations and warranties of Indemnitor herein made, and upon a determination by FIDELITY that each and every covenant to be performed by Indemnitor has, as a condition precedent to such issuance, been performed.

NOW THEREFORE, IN CONSIDERATION OF THE ISSUANCE by CHICAGO TITLE of each policy of title insurance as FIDELITY shall decide to issue insuring against loss by reason of the exception, Indemnitor agrees as follows:

1. Indemnitor hereby indemnifies and agrees to hold FIDELITY harmless from all liability, loss or damages of any nature, including reasonable attorneys’ fees incurred in enforcing this agreement, which FIDELITY may sustain resulting from the issuance, either now or in the future, of policies of title insurance which indemnify the named insureds in the policies against loss that may result from the exception.
2. Indemnitor further agrees to do whatever is required by FIDELITY to remove said exception on or within a reasonable amount of time at no cost to FIDELITY
3. In as much as no collateral has been deposited as part of this agreement, if FIDELITY shall sustain a loss arising from insuring over said exception, Indemnitor shall become indebted to FIDELITY in an amount equal to the loss sustained by FIDELITY and Indemnitor agrees to repay FIDELITY that amount on demand, together with interest thereon at the then prevailing legal rate of interest per annum from the date of demand.
4. Indemnitor agrees that FIDELITY may, at its discretion, report to its proposed insured the existence of the matters set forth as the exception to the title. If the insurance that FIDELITY shall make available to its proposed insured is not satisfactory to its proposed insured, FIDELITY shall be under no obligation to issue such a policy of title insurance.
5. As security for the performance of the terms of this agreement, Indemnitor has deposited with FIDELITY NATIONAL TITLE INSURANCE COMPANY or its agent, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the following: n/a
6. Wherever the context so requires in this agreement, the singular number includes the plural, and where there is more than one person or entity, or combination thereof, included as the Indemnitor, the obligations of this agreement shall be binding on all such persons, entities, or combination thereof, jointly and severally.
7. This agreement shall inure to the benefit of and otherwise bind the successors and assigns of the parties hereto.
8. FIDELITY shall have the right to select and approve counsel who may be retained by FIDELITY the Indemnitor to defend any action brought by any party as a result of FIDELITY issuing its policy or policies without showing said exception, or insuring over said exception, or any counsel retained by FIDELITY or Indemnitor to bring any action or to perform any work to correct the matters shown in the exception, and Indemnitor agrees to pay counsel so selected or approved by FIDELITY.
9. In the event any Court of competent jurisdiction shall hold any provision of this agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
10. If any Indemnitor be not bound hereunder for any reason, this agreement shall still be binding upon the other Indemnitors.
11. Written notice shall be deemed to have been duly served if delivered to the person or to a member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by certified mail, return receipt requested, to the addressee shown herein.

11. This agreement shall inure to whichever entity of member of the FIDELITY family of insurers issues the policy, or policies, of title insurance.

INDEMNITOR

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**By:**

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

Authorized Signatory