

PERSONAL UNDERTAKING - RECORDING GAP

COMMITMENT NO. YOUR COMMITMENT NUMBER

Whereas, STEWART TITLE GUARANTY COMPANY, (hereinafter Stewart) a Texas corporation, is to issue its title insurance policy (the Policy), insuring against loss by reason of defects in the title to the real estate described in the above referenced commitment to insure (the Land);

AND, WHEREAS, a exception or exceptions have been raised to the title (the Title Defect):

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

AND, WHEREAS, Stewart, has been asked to issue the Policy and may hereafter in the ordinary course of its business issue title insurance policies or commitments in respect to the Land, or some part or interest in it, removing or insuring against loss by reason of the Title Defect (Future Policies);

THEREFORE, in consideration of the issuance of said title insurance policy or policies, the undersigned jointly and severally covenant and agree with Stewart forever to fully protect, defend and save Stewart harmless from and against the Title Defect and any right, interest or defect growing out of the same and against all loss, costs, damages and attorneys' fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or inconsequence of the Policy or Future Policies, including loss, costs, damages, fees and expenses incurred in actions brought to enforce this agreement; (2) to defend at undersigned's own costs any and every suit, action or proceeding in which the Title Defect is asserted against the real estate; (3) to satisfy or remove the Title Defect on written demand within ten days; and (4) that each and every provision herein shall extend and be in force concerning Future Policies.

It is expressly understood that the joint and several liability of the undersigned shall in no way be affected by any action Stewart may take with respect to the liability of any one of the undersigned by way of release, settlement, compromise or other adjustment of such liability.

Dated: THE COMMITMENT EFFECTIVE DATE

FOR CORPORATIONS

FOR INDIVIDUALS

NAME _____

BY _____

ADDRESS _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public
State of Wisconsin
County of _____
My Commission Expires: _____



HEREIN CALLED THE COMPANY

Notwithstanding the provisions of paragraph 1 of Schedule B2 of the commitment, policies insured or issuable within 30 days from the effective date hereof shall not contain as exceptions matters arising subsequent to the effective date of this commitment unless:

1. The Company discloses such matters prior to the closing to the person for whom this commitment is prepared; or
2. The conveyance to the Insured is by a grantor who does not warrant title; or
3. The proposed insured or his counsel fails to notify the Company of closing at least 72 hours prior to the closing; or
4. The conveyance documents, in recordable form, are not made available or delivered to the Company or recorded within 72 hours of the closing; or
5. The seller or sellers fail to execute a personal undertaking and indemnity in favor of the Company regarding matters which may appear in the public records after the effective date of this commitment, in a form acceptable to the Company.

This endorsement is made a part of the commitment or policy. It is subject to all the terms of the commitment or policy and prior endorsements. Except as expressly stated on this endorsement, the terms, dates and amount of the commitment or policy and prior endorsements are not changed.

Date of Endorsement: TODAYS DATE

This Endorsement is to be valid only when it bears an authorized countersignature.

STEWART TITLE
GUARANTY COMPANY


Chairman of the Board




President

Countersigned

Authorized Countersignature

ACCESS TITLE COMPANY