



# Fidelity National Title®

## INDEMNITY (Estate)

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the undersigned (hereinafter referred to as “Indemnitors”), and Fidelity National Title Insurance Company, its successors and assigns, (hereinafter referred to as the “Company”);

WHEREAS, the Company has been requested to issue its policy or policies of title insurance insuring the title to property more particularly described in the Company’s Commitment No. \_\_\_\_\_ (hereinafter referred to as the “Land”); and

WHEREAS, the Land was formerly owned by \_\_\_\_\_, now deceased (hereinafter referred to as “Deceased”); and

WHEREAS, the Estate of the Deceased (hereinafter referred to as the “Estate”) has not been settled, and the Land is subject to debts, if any, against said Estate; and

WHEREAS, actual notice may not be given to known or readily ascertained claimant(s) of the Decedent potentially involving a due process violation of said claimant(s); and

WHEREAS, the Land is subject to possible estate and inheritance taxes; and

WHEREAS, the title to the Land is subject to possible appeal from the order admitting the will of the Deceased to probate, to possible suit to impeach the said will, and to possible discovery and probate of a later will of the Deceased, all within the period prescribed by law;

WHEREAS, the Company has refused to issue its policy or policies without exception to the above matters, unless indemnified as herein set out.

NOW THEREFORE, in consideration of the Company agreeing to issue its policy or policies without exception to, or providing affirmative insurance against, the above matters, Indemnitors do hereby agree to indemnify the Company against any and all loss, cost, damage, charge, liability, or expense, including court costs and attorney's fees, which it may sustain or be put to in the issuance of owner's or mortgagee policies on the Land by reason of:

- (1) there being an attempt
  - a. to subject said property to the payment of debts due by said Estate;
  - b. to subject said property to the payment of estate or inheritance taxes; or
  - c. appeal from the order admitting the aforesaid will to probate or institution of suit to impeach said will or the discovery and probate of a later will of the said deceased, all within the period prescribed by law;

- (2) said property being
  - a. subjected to the payment of debts due by the Estate of the deceased;
  - b. subjected to the payment of estate or inheritance taxes; or
  - c. affected by appeal from admitting the will to probate or the institution of a suit to impeach the will or the discovery and probate of a later will of said deceased
- (3) unmarketability of the title to said property on account of the fact that the same is or may be
  - a. liable for debts or possible debts due by said estate;
  - b. inheritance taxes; or
  - c. subject to the possibility of or affected by an appeal from the order admitting said will to probate or the institution of a suit to impeach said will or the discovery and probate of a later will of the said deceased.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year set out beside their respective signatures.

\_\_\_\_\_(SEAL) \_\_\_\_\_  
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