



STATE OF NORTH CAROLINA

COUNTY OF _____

ESTATE INDEMNITY AGREEMENT

The undersigned Indemnitor, being first duly sworn, deposes and says that:

I (we) have owned the property described in the Deed or Deed of Trust to be insured by the underwriting Company ("the Company"), through the Company agent, Summit Title

To induce the Company to issue title insurance in the manner hereinabove mentioned, Indemnitor promises and agrees to hold harmless, protect and indemnify the Company from and against any and all liabilities, (whether or not the Company has suffered actual loss), losses, damage, expenses and charges, including, but not limited to, attorney's fees and expenses of litigation, for which the Company may or might become liable or sustain arising out of or any way connected with any policy of title insurance, any endorsement, any binders or any agreements insuring against or guaranteeing against liens arising from the Estate of _____, deceased

Indemnitor understands and agrees that the Company's issuance of such title insurance in the manner desired by Indemnitor may make it necessary for the Company to issue additional other title insurance covering the land, insuring against or without showing such liens or actions. Therefore, it is understood and agreed that the obligations of the Indemnitor hereunder shall not be limited to the title insurance initially issued on the land or portions thereof during the time when the Indemnitor has a direct financial or ownership interest therein, but shall also apply to title insurance subsequently issued on the land, or portions thereof; and it is specifically understood by the Indemnitor that the Company will be relying upon this agreement as a continuing guarantee of the performance of Indemnitor's obligations with respect to the land in issuing any such further title insurance.

In the event that any lien, liens or claims thereof ("liens") rising out of such estate shall be filed against the land, or any action shall be commenced to foreclose such a lien, Indemnitor agrees, within twenty (20) days of such filing to:

- (a) Cause a release of the lien to be filed in the appropriate official records office; or
(b) Cause to be recorded with respect to any such lien a bond or bonds conforming to applicable state statutes; or
(c) Deposit with the Company an amount equal to one and one-half (1-1/2) times the amount claimed, including attorney's fees, interest and costs.

Should Indemnitor fail to comply with subparagraphs (a), (b), or (c) as set forth above, the Company is authorized by Indemnitor, but is not obligated, to advance and pay such amounts as the Company shall, in its absolute subjective discretion, determine to be necessary to procure release of such lien, or take such other action which shall otherwise be reasonable for the protection of any of its insureds. Indemnitor agrees upon demand to reimburse the Company for all amounts so advanced, together with the maximum rate of interest allowable by law.

_____(seal) _____(seal)
, Indemnitor

SUBSCRIBED AND SWORN to before me this _____ day of _____,
200__

Notary Public

My commission expires: