**Open Estate And Indemnity Form**

WHEREAS, First Choice Title (hereafter “Title Company”) has been requested to issue its policy title insurance, insuring the title to property situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County, North Carolina, described in Deed Book \_\_\_, Page \_\_\_ ( hereafter the “Property”):

AND, WHEREAS, Title Company has noted as exceptions to the aforesaid title the following actual or supposed rights, interest, liens, claims, encumbrances, or defects in title (hereinafter “Title Defect”) arising out of debts, inheritance taxes and other claims against the Estate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter “Decedent”) Estate File No. \_\_\_\_\_\_.

AND, WHEREAS, Title Company has been requested to issue its title insurance policy as aforesaid, either without mention of the Title Defect or insuring against loss or damage by reason thereof; and

WHEREAS, Title Company may issue either concurrently herewith or hereafter and in the ordinary course of its business another policy or other policies insuring against loss by reason of defects in the title without mention of the Title Defect or insuring against loss or damage by reason thereof;

NOW, THEREFORE, in consideration of the issuance of said title insurance commitment and/or policy(ies) as aforesaid, the undersigned ( hereafter “Indemnitor”) covenants and agrees with Title Company as follows:

1. Indemnitor agrees to indemnify Insurer against any and all loss, costs, damage, charge, liability or expense, including court costs and attorneys' fees, which it may sustain due to the issuance of owner's or mortgagee policies of title insurance on the property by reason of any debts or claims of debt of the estate of Decedent; potential estate, payment of estate or inheritance taxes, the filing of an appeal challenging probate the will of the said deceased, the filing a caveat of said will, the filing of a claim for an elective share; the filing of a renunciation of any interests in property or the subsequent discovery of any undisclosed or disinherited heirs or the dimunition of value caused by unmarketability of title due to a defect in title.

2. Each and every provision of this Open Estate Indemnity Agreement shall be assignable to the title insurance underwriter upon whose policy is issued insuring over said Title Defect.

3. This Open Estate Indemnity Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing. All changes, additions or deletions hereto must be in writing and signed by all the parties.

4. This Open Estate Indemnity Agreement is made to induce the purchase of and/or a loan secured by the Property and the issuance of a title insurance commitment(s) and/or policy(ies) relating to same. Indemnitor acknowledges that Title Company is relying on the representations and indemnifications contained herein in issuance of said commitment(s) and/or policy(ies). The provisions of this Open Estate Indemnity Agreement shall be binding upon Indemnitor, their successor and/or assigns.

In witness whereof this instrument has been executed this \_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_\_.

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

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

COUNTY OF

STATE OF NORTH CAROLINA

Before me the undersigned officer authorized by law to administer oaths personally appeared , who acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

My Commission expires:

 SEAL

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

COUNTY OF

STATE OF NORTH CAROLINA

Before me the undersigned officer authorized by law to administer oaths personally appeared , who acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

My Commission expires:

 SEAL

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