



ESTATE INDEMNITY AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 20____ by and between _____, Executor hereinafter called the Indemnitor(s), and of The Title Wizard LLC, its successors and assigns, hereinafter called the Insurer, witnesseth:

WHEREAS, said Insurer has been requested to issue its policy or policies of title insurance insuring the title to property situated in the State of North Carolina and described in Schedule A; and

WHEREAS, said property was formerly owned by _____, deceased (hereinafter called the “deceased”); and

WHEREAS, the Estate of said deceased has not been settled, and said property 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, said property is subject to possible estate and inheritance taxes; and

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

WHEREAS, said The Title Wizard LLC has refused to issue its policy without exception to the above matters, unless indemnified as herein set out;

NOW THEREFORE, Indemnitor does hereby agree to indemnify said title 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 said property by reason of (1) there being an attempt (a) to subject said property to the payment of debts due by said estate, and/or (b) to subject said property to the payment of estate or inheritance taxes, and/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 and/or (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 and/or (b) inheritance taxes, and/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 duly signed and sealed this instrument in duplicate.

_____(SEAL) _____(SEAL)
Executor:

_____(SEAL) _____(SEAL)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____ County, NC

My Commission Expires:_____